

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NUMBER SP0600-99-R-0140	2. (X one) <input type="checkbox"/> a. SEALED BID <input checked="" type="checkbox"/> b. NEGOTIATED (RFP) <input type="checkbox"/> c. NEGOTIATED (RFQ)
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INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code) ATTN: BRENDA HALL/DESC-FPB/RM 2941 PPN: 6.3 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN KINGMAN ROAD, SUITE 4950 FAX: 703-767-9338 FORT BELVOIR, VA 22060-6222 TELEPHONE: 703-767-9342			
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4. ITEMS TO BE PURCHASED (Brief description)

Contractor is to provide alongside aircraft refueling and related services at NSA Souda Bay, Crete, Greece for the period November 1, 2000 through October 31, 2004.

5. PROCUREMENT INFORMATION (X and complete as applicable)			
X	a. THIS PROCUREMENT IS UNRESTRICTED		
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (X One). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)		
	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns

1. Facsimile proposals are authorized for this solicitation by the closing date (see clause L2.11-2); however, signed copies of the RFP must be received at DFSC within ten (10) days after the solicitation's closing date to be on time (see Clause L2.05-8). Faxed proposals must include the information required by clause L2.31.

2. Offers should be submitted on the most favorable terms possible from a price and technical standpoint.

3. Please be certain to clearly identify all exceptions to the solicitation's terms and conditions, if any, and acknowledge receipt and acceptance of all amendments to this solicitation.

4. If your firm does not wish to offer on this solicitation, but does which to remain on the mailing list, this form must be returned to DFSC within 30 days after the closing date of the solicitation. FAILURE to respond within the time frame may result in automatic removal from the mailing list.

7. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) BRENDA HALL	b. ADDRESS (Including Zip Code) ATTN: BRENDA HALL/DESC-FPB DEFENSE ENERGY SUPPORT CENTER 8725 JOHN KINGMAN ROAD, SUITE 2941 FORT BELVOIR, VA 22060-6222
c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) 703-767-9342	

8. REASONS FOR NO RESPONSE (X all that apply)				
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENTS
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
e. OTHER (Specify)				
9. MAILING LIST INFORMATION (X one)				
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.
10. RESPONDING FIRM				
a. COMPANY NAME			b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER				
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title		(3) Signature
				(4) Date Signed (YY-MM-DD)

DD Form 1707 Reverse, MAR 90

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-99-R-0140	
16 NOV 99	LOCAL TIME 3:00 PM

TO **ATTN: BID CUSTODIAN, DESC-IPA, ROOM 3729
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN KINGMAN ROAD
FORT BELVOIR, VA 22060-6222**

5. Notice: Any contract awarded to a Contractor who, at the time of award was suspended, debarred, ineligible for receipt of contract with Government Agencies or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.
6. The following clauses are critical to your offer: L2.31, Instructions to Offerors, and L87.06, Conditions for Offers.
7. A pre-proposal conference is schedule for Oct 20, 1999 at 0900 hours at NSA Souda Bay, Crete, Greece (see clause L196). You must pre-register by either mailing or faxing (703)767-9338 the name(s) of the individual(s) who plan to attend to Ms. Brenda Hall, Contract Specialist, not later than October 15, 1999.

IMPORTANT NOTE: The North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA) exists with Greece. Privileges afforded to contractor employees and their independents who are US citizens under this SOFA are subject to applicable intergovernmental agreements and the authority of the local Installation Commander. These privileges apply to any US contractor performing services onboard NSA Souda Bay for 90 days or more. The Contractor agrees that any costs incurred as a result of these privileges being reduced, eliminated, or unavailable due to changes in the SOFA, or for any other reason shall be for his account and shall not form the basis of a claim under the contract.

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 52	
2. CONTRACT NO.		3. SOLICITATION NO. SP0600-99-R-0140		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 01 OCT 99		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 Buyer/Symbol: Brenda Hall/DESC-FPB Phone: 703-767-9342 Fax: 703-767-9338 PP: 6.2				CODE SPO600		8. ADDRESS OFFER TO (If other than item 7) ATTN: Bid Custodian/DESC-CPC/Rm. 3815 Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 Fax: 703-767-8506 Verification: 703-767-8758			
NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder".									
SOLICITATION									
9. Sealed offers in original and 1(ONE) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in DESC-PCC, Rm. 3729 until 3:00 PM local time 16 November 1999 . (hour) (date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-10. All offers are subject to all terms and conditions contained in this solicitation. See Clause L2.05-8									
10. FOR INFORMATION CALL:		A. NAME Brenda Hall			B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (703) 767-9342				
11. TABLE OF CONTENTS									
(x)	SEC.	DESCRIPTION			PAGE(S)	(x)	SEC.	DESCRIPTION	
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/CONTRACT FORM COVER SHEET				X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICE AND PRICES/COSTS			2	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT			Seg II	X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKETING				PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE			3	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE			4	X	L	INSTRS., COND., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION			4	X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS			7	X	M	51	
OFFER (Must be fully completed by offeror)									
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8) (14)				10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS	
				%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated.				AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
		BIDDER CODE-		CAGE CODE-		FAX #-			
15B. TELEPHONE NO. (Include area code)			15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEM NUMBERED			20. AMOUNT (EST)		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN ▷ (4 copies unless otherwise specified)		ITEM SEE BLK 25	
24. ADMINISTRATION BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type of print)						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

NOTE: A waiver of level unit pricing has been approved; therefore, you may provide a separate monthly price and augmentation for each performance period.

B30 SERVICES TO BE FURNISHED (AARD) (DESC APR 1995)**(a) LINE ITEMS.****(1) LINE ITEM 0001.**

(i) The Contractor will provide alongside aircraft fuel delivery service for the period:

- (a) November 1, 2000 through September 30, 2001. The offered price per month is \$ _____
- (b) October 1, 2001 through September 30, 2002. The offered price per month is \$ _____
- (c) October 1, 2002 through September 30, 2003. The offered price per month is \$ _____
- (d) October 1, 2003 through September 30, 2004. The offered price per month is \$ _____
- (e) October 1, 2004 through October 31, 2004. The offered price per month is \$ _____

(2) LINE ITEM 0002.

The Contractor is required to operate and maintain the petroleum storage facilities and service station for the period:

- (a) November 1, 2000 through September 30, 2001. The offered price per month is \$ _____
- (b) October 1, 2001 through September 30, 2002. The offered price per month is \$ _____
- (c) October 1, 2002 through September 30, 2003. The offered price per month is \$ _____
- (d) October 1, 2003 through September 30, 2004. The offered price per month is \$ _____
- (e) October 1, 2004 through October 31, 2004. The offered price per month is \$ _____

(3) LINE ITEM 0003.**NONPERSONAL SERVICES AND SUPPLIES:****(COST REIMBURSEMENT - MAINTENANCE)**

The Contractor shall furnish nonpersonal services, maintenance, and supplies at NSA Souda Bay, in accordance with Segment II, Section C-4.1.

NOTE: The Contractor will be reimbursed for services, under Line Item 0003, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services (see Exhibit D1, Unprogrammed Maintenance and Repairs by Cost Reimbursement). The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 0001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

\$5,000.00

COST ESTIMATE/YEAR

(4) LINE ITEM 0004.

(i) Payment for augmentation worked in accordance with Section C-1.19 shall be at the following rates (show computation in (b) below):

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0004AA	Truck Driver Tractor Trailer - Straight Time	\$ _____/hour
0004AB	Truck Driver Tractor Trailer - Overtime	\$ _____/hour
0004AC	Fuel System Distribution Oper - Straight Time	\$ _____/hour
0004AD	Fuel System Distribution Oper - Overtime	\$ _____/hour
0004AE	Maintenance Laborer - Straight Time	\$ _____/hour
0004AF	Maintenance Laborer - Overtime	\$ _____/hour

The Ordering Officer for augmentation at NSA Souda Bay shall be the Commanding Officer or designee.

B30.01 SCHEDULE OF PAYMENTS (AARD) (MULTIYEAR) (DESC APR 1994)

(a) The Contractor shall be paid monthly, commencing at the end of the first month, for each month of all performance periods, a sum equal to the amount specified for all line items with the exception of Line Item 0001(2). Payment set forth in Line Item 0001(2) will be adjusted at the end of the last month of each performance period according to the prescribed formula.

(b) Funds cited on the contract do not include funds for payment of Line Item **0003 & 0004** contained in the Schedule. The activity will administer and obligate funds for this item on DD Form 1155.

(DESC 52.232-9FR1)

SECTION C - DESCRIPTION/SPECIFICATIONS**SEE SEGMENT II****SECTION E - INSPECTION AND ACCEPTANCE****E5.03 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION. Services**, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(FAR 52.246-4)

E29 INITIAL ON-STATION INSPECTION (AARD) (DESC MAR 1997)

(a) **INSPECTION.** The initial on-station inspection is for the sole benefit of the Government and the Government may partially or totally waive its right of inspection at its discretion. The date, time, and place of inspection may be changed by the mutual agreement of the parties.

(b) **TIMEFRAME.** Unless notified otherwise, all equipment shall be available for Government inspection at the installation where services are to be performed four calendar days prior to the start of the delivery period. No work may be performed on the equipment during the inspection period except as permitted by the Government. The Government will complete inspection of the Contractor's equipment no later than the calendar day preceding the date aircraft fuel delivery services are to commence.

(c) **ENTRY.** The Contractor is responsible for making necessary arrangements with the Commanding Officer of such installation or an authorized representative regarding entry into the installation.

(d) **TANK INTERIORS.** Equipment presented for inspection shall be vapor free.

(e) **FILTRATION MEDIA.** If requested by the Government, the Contractor shall be responsible for disassembling filtration units to facilitate the inspection. The Contractor shall present, at the time of the inspection, written certification attesting to the last date on which each filter element was changed and shall provide a historical record denoting pressure drip data for each filter element (if such certification and pressure drip data exists).

(f) **CONTRACTOR REPRESENTATIVE.** Representation by the Contractor at the inspection shall be limited to one individual except when additional personnel have been specifically authorized by the Government.

(g) **DEFAULT.** If the Contractor fails to make the equipment available on the date specified or otherwise mutually agreed upon, or if the inspection discloses that the equipment is not in conformance with contract requirements, the Government may terminate this contract for default.

E29 Cont'd.

(h) **REINSPECTION.** If the Government discovers equipment deficiencies during the initial inspection, the Government may, at its discretion, conduct a reinspection at the Contractor's expense.

(DESC 52.246-9FF5)

E30.01 DESIGNATION OF QUALITY REPRESENTATIVE (AARD) (DESC MAR 1981)

Responsibility for the inspection of the quality of performance of services and of the equipment used in the performance of the services under this contract is assigned to the Commanding Officer at the location at which these services are performed.

(DESC 52.246-9F30)

SECTION F - DELIVERIES OR PERFORMANCE

F2.01 NOTICE OF DELIVERIES (AARD) (DESC FEB 1990)

When the Contractor has made 80 percent of the estimated truck movements for each performance period, he shall promptly notify the station Commanding Officer in writing with a copy to the Contracting Officer.

(DESC 52.242-9FL5)

F30.05 ORDERING CONDITIONS (AARD) (DESC APR 1984)

Orders issued pursuant to the ORDERING clause may, at the discretion of the Ordering Officer, be oral. Orders issued under this clause shall be subject to written confirmation, to include obligation of funds. Such orders shall be "issued" for purposes of this contract at the time of issuance shown on the Ordering Officer's written log. The Ordering Officer is responsible for ensuring that funds are available prior to issuing verbal orders.

(DESC 52.216-9FE5)

SECTION G - CONTRACT ADMINISTRATION DATA

G1 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

(DFARS 252.242-7000)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

G8 DESIGNATION OF PROPERTY ADMINISTRATOR (AARD) (DESC APR 1970)

The Property Administrator will be the Commanding Officer at the location at which services required hereunder are performed.

(DESC 52.242-9F60)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC OCT 1997)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up).
Leave blank if check is to be mailed.

(DO NOT EXCEED 25 CHARACTERS)

(d) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database. (FAR 52.232-33)

G16 SUBMISSION OF INVOICES FOR PAYMENT (AARD) (DESC AUG 1999)

Contractor's invoices, in quadruplicate, stating the gallonage handled and truck movements made during the month for which reimbursement is due, shall be submitted monthly to the Station Commanding Officer or his designee for certification. A separate invoice should be submitted detailing augmentation hours worked in accordance with the Statement of Services and Schedule of Work. Invoices shall be accompanied by such forms as are prescribed by the Commanding Officer under this contract.

(DESC 52.232-9FG1)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H11 GUARD SERVICE (DESC MAR 1982)

(a) In the event the Government requires guard service and/or other protective services or facilities not otherwise provided by the Contractor pursuant to the terms of this contract, the Government shall have the right--

- (1) To provide such service; or
- (2) To require the Contractor to provide such guard service; and/or
- (3) To require the Contractor to provide such other protective services or facilities.

(b) The actual cost of providing said services or facilities under (2) and/or (3) above will be for the account of the Government and will be recognized by a modification to this contract.

(DESC 52.211-9FK1)

H20 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report--

- (1) For all DoD property for which the Contractor is accountable under the contract;
- (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form; and
- (3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(DFARS 252.245-7001)

H51.01 INSURANCE REQUIREMENTS (AARD) (DESC MAR 1990)

(a) The General Liability Workmen's Compensation and Automobile Liability Insurance to be procured and maintained by the Contractor pursuant to the provisions of the INSURANCE - WORK ON A GOVERNMENT INSTALLATION clause shall provide at least the following minimum coverage:

GENERAL LIABILITY INSURANCE.

Bodily Injury.....	AT LEAST \$500,000 per person
Property Damage.....	AT LEAST \$ 50,000 per accident
Workmen's Compensation.....	AT LEAST \$100,000 except in states
with exclusive monopolistic funds which do not permit the writing of workmen's compensation by private carriers (Nevada, North Dakota, Ohio, Oregon, Washington, West Virginia, and Wyoming).	

AUTOMOBILE LIABILITY INSURANCE.

Bodily Injury.....	AT LEAST \$200,000 per person
	AT LEAST \$500,000 per accident
Property Damage.....	AT LEAST \$ 20,000 per accident

(b) Within 30 days from the date of award, or upon request by the Contracting Officer, the Contractor shall submit the required certificates of insurance to the Contracting Officer.

(DESC 52.228-9F10)

SECTION I - CONTRACT CLAUSES

II DEFINITIONS (OCT 1995)

As used throughout this contract, the following terms shall have the meaning set forth below.

(a) **Head of the agency** (also called **agency head**) or **Secretary** means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term **authorized representative** means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) **Commercial component** means any component that is a commercial item.

(c) **Commercial item** means--

- (1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--
 - (i) Has been sold, leased, or licensed to the general public; or
 - (ii) Has been offered for sale, lease, or license to the general public;
- (2) Any item that evolved from an item described in subparagraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirement under a Government solicitation;
- (3) Any item that would satisfy a criterion expressed in subparagraph (c)(1) or (c)(2) of this clause, but for--
 - (i) Modifications of a type customarily available in the commercial marketplace; or
 - (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. **Minor** modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
- (4) Any combination of items meeting the requirements of subparagraph (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in subparagraph (c)(1), (2), (3), or (4) of this clause, and if the source of such services--
 - (i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and
 - (ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) **Component** means any item supplied to the Federal Government as part of an end item or of another component.

(e) **Nondevelopmental item** means--

- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in subparagraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of subparagraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) **Contracting Officer** means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term **subcontracts** includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(FAR 52.202-1)

11.01-9 DEFINITIONS (CONT'D) (AARD/TESTING) (DESC JAN 1996)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) **Quality Representative (QR)** includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the contractor complies with the contractual requirements in furnishing services.

(b) **Petroleum storage facilities** shall include--

(1) The tanks enumerated in the Schedule and all installations, fixtures, and equipment required for safe and expeditious movement of petroleum products into and out of such tanks;

(2) Fencing, flood lighting, dikes or fire walls, suitable fire fighting plan, and watchman services to the extent necessary to comply with local regulations and standard commercial practices; and

(3) Whatever unloading and loading facilities that may be required to receive and ship product by the method(s) specified in the Schedule.

(c) **Unit of quantity** means--

(1) The U.S. gallon of 231 cubic inches;

(2) The barrel of 42 U.S. gallons;

(3) The long ton of 2240 pounds; and

(4) The pound of 16 ounces, depending upon the unit shown in the Schedule.

(d) **Description of services to be performed** as stated in the CHANGES - FIXED-PRICE clause is defined to include, but is not limited to, the following:

(1) The grade or type of product by specification;

(2) The regular working hours set forth in the Schedule;

(3) The method of receiving or shipping.

(4) The specifications of Contractor-furnished equipment,

(5) The provisions of the General Delivery Conditions as amended;

(6) The number of the Contractor-furnished units (equipment);

(7) The response time;

(8) The estimated truck movement;

(9) The MERT hours.

(e) **Equipment or delivery and servicing equipment** as used herein means those fuel and/or oil servicing units such as tank trucks, tank trailers, mobile hose carts, pantographs (fixed or mobile), small trailers and drums together with the necessary prime movers.

(f) **Fuel and Oil** used herein means aircraft reciprocating engine fuel, aircraft turbine and jet engine fuel, aircraft reciprocating engine oil and jet engine oil.

(g) **Response time** is defined as that interval of time between the time a call is placed on the Contractor to service an aircraft and the time the Contractor's equipment is in position to service said aircraft.

(h) For purposes of this contract, the term **truck movement** as set forth above is defined to be any of the following:

(1) The movement of a refueler or defueler to, and servicing of, an aircraft. In the event that more than one aircraft is serviced as a result of one service call, each individual aircraft servicing shall be considered a "truck movement."

(2) The movement of a refueler or defueler, as the result of a service call which is not completed, due to no fault of the Contractor.

(3) Each individual aircraft servicing by use of the high speed refueling facility (hot pits).

(DESC 52.202-9F30)

11.02 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, PROVIDED there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form Number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form PROVIDED there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different from the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(FAR 52.253-1)

11.06 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including—

(1) Cost or pricing data if required in accordance with subpart 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to—

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(DFARS 252.243-7002)

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

11.07 Cont'd.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling **1-888-227-2423** or via the Internet at **<http://ccr.edi.disa.mil>**.

(DFARS 252.204-7004)

11.19 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR Supplement Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-6)

11.22 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price-type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime Contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-10)

11.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

11.22-1 Cont'd.

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

11.24 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)**(a) DEFINITIONS.**

Agency, as used in this clause, means executive agency as defined in 2.101.

Covered Federal action, as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization, as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

Reasonable compensation, as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment, as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient, as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

11.24 Cont'd.

Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) PROHIBITIONS.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) AGENCY AND LEGISLATIVE LIAISON BY OWN EMPLOYEES.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(a) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(b) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(a) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(b) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) PROFESSIONAL AND TECHNICAL SERVICES.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(a) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

11.24 Cont'd.

(b) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(a) and (b) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) **DISCLOSURE.**

(A) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payments using nonappropriated funds (to INCLUDE profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subdivision (A) of this clause. An event that materially affects the accuracy of the information reported includes--

(a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

(b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(c) A change in the officer(s), employee(s), or Members(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) **AGREEMENT.** The Contractor agrees not to make any payment prohibited by this clause.

(v) **PENALTIES.**

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

11.24 Cont'd.

(vi) **COST ALLOWABILITY.** Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(FAR 52.203-12)

12 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

(DFARS 252.204-7003)

12.01 CHANGES - FIXED-PRICE (ALT I) (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(FAR 52.243-1/Alt I)

13 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(FAR 52.232-11)

13.01 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in Section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) **INVOICE PAYMENTS.**

(1) **DUE DATE.**

(i) Except as indicated in subparagraph (a)(2) and

paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

13.01 Cont'd.**(2) CERTAIN FOOD PRODUCTS AND OTHER PAYMENTS.**

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities, and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat and meat food products, as defined in Section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Public Law 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but no later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in Section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) **CONTRACTOR'S INVOICE.** The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils) with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) **INTEREST PENALTY.** An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

13.01 Cont'd.

(5) **COMPUTING PENALTY AMOUNT.** The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) **PROMPT PAYMENT DISCOUNTS.** An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) **ADDITIONAL INTEREST PENALTY.**

(i) A penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1.00 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(a) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(b) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(c) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(a) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

13.01 Cont'd.

(b) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty except-

(a) The additional penalty shall not exceed \$5,000;

(b) The additional penalty shall never be less than \$25; and

(c) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.00.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based on individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) CONTRACT FINANCING PAYMENTS.

(1) **Due Dates For Recurring Financing Payments.** If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the (insert day as prescribed by Agency head; if not prescribed, insert 30th day) day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) **Due Dates For Other Contract Financing.** For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) **Interest Penalty Not Applicable.** Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) **FAST PAYMENT PROCEDURE DUE DATES.** If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(FAR 52.232-25)

14 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

(a) Discounts for prompt payments will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when the Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(FAR 52.232-8)

17 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printing and writing paper such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

(FAR 52.204-4)

18.02 ASSIGNMENT OF CLAIMS (ALT I) (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(FAR 52.232-23/Alt I)

11.03 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the DISPUTES clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.249-8)

111.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(FAR 52.242-13)

112.01 DISPUTES (OCT 1995)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) **Claim**, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--

(A) Exceeding \$50,000; or

(B) Regardless of the amount claimed, when using--

(a) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(b) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

I12.03 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the DEFAULT, or the TERMINATION FOR CONVENIENCE OF THE GOVERNMENT, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; PROVIDED, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(FAR 52.233-3)

I18 SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997)**(a) DEFINITIONS.**

As used in this clause--

(1) **Arising out of a contract with the DoD** means any act in connection with--

- (i) Attempting to obtain;
- (ii) Obtaining; or
- (iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) **Conviction of fraud or any other felony** means any conviction for fraud or a felony in violation of state or Federal criminal statutes whether entered on a verdict or plea, including a plea of no lo contendere, for which sentence has been imposed.

(3) **Date of Conviction** means the date judgment was entered against the individual.

(b) 10 U.S.C. 2408 provides that any individual who is convicted after 29 September 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from--

- (1) Working in a management or supervisory capacity on any DoD contract or first-tier subcontract;
- (2) Serving on the board of directors of any DoD Contractor or first-tier subcontractor; or
- (3) Serving on as a consultant to any DoD Contractor or first-tier subcontractor.

(c) Unless waived, the prohibition in paragraph (b) applies for five years from the date of conviction.

(d) 10 U.S.C. 2408 further provides that a defense Contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

I18 Cont'd.

- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
- (2) Allowing such a person to serve on the board of directors of the Contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as--
 - (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibitions in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify--
 - (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(DFARS 252.203-7001)

I18.02 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) **Segregated facilities**, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the EQUAL OPPORTUNITY clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the EQUAL OPPORTUNITY clause of this contract.

(FAR 52.222-21)

I20 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) (1) **Bona fide agency**, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(2) **Bona fide employee**, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(3) **Contingent fee**, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(4) **Improper influence**, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(FAR 52.203-5)

I27 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States, its possessions, and Puerto Rico, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) **Contract date**, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned, as used in this clause, means any country, other than the United States, its possessions, and Puerto Rico, in which expenditures under this contract are made.

Tax and taxes, as used in this clause, include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

All applicable taxes and duties, as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax, as used in this clause, means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax, as used in this clause, means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Excepted tax, as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

I28.21 Cont'd.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

I33 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

I36 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

I36 Cont'd.

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (f) Subject to paragraph (e) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:
 - (1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of--
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above; and

I36 Cont'd.

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including --

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the DISPUTES clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l) respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(FAR 52.249-2)

I43.01 LIMITATION OF LIABILITY - SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract and (2) results from any defects or deficiencies in the services performed or materials furnished.

143.01 Cont'd.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(FAR 52.246-25)

190 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

(a) Unless advance written approval of the Contracting Officer is obtained, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States by Executive Order or regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, North Korea, and Sudan.

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the Government of Iraq.

(c) The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

(FAR 52.225-11)

195 AUDIT AND RECORDS -- NEGOTIATION (AUG 1996)

(a) As used in this clause, **records** includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or any other form.

(b) **EXAMINATION OF COSTS.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hours, or price-redeterminable contract, or any combination of these, the Contractor shall maintain, and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performance of this contract.

(c) **COST OR PRICING DATA.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the contract, subcontract, or modification; or
 - (4) Performance of the contract, subcontract or modification.
- (d) **COMPTROLLER GENERAL.**

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) **REPORTS.** If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer, or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

I95 Cont'd.

(f) **AVAILABILITY.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and

(2) Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(FAR 52.215-2)

I98 PROTECTING THE GOVERNMENT'S INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(FAR 52.209-6)

I113 GOVERNMENT USE OF CONTRACTOR-OWNED EQUIPMENT (DESC MAY 1982)

If for any reason the Contractor's right to perform the services required by this contract is terminated, the Contractor agrees that the Government shall have the right to use and operate any or all of the Contractor's equipment for a period not to exceed 120 days for the purpose of servicing aircraft. Contractor shall be paid for the use of equipment at the rate of \$30.00 per day per refueler/defueler/oiler used. The Contractor shall be responsible for removing such equipment at no cost to the Government when notified by the Contracting Officer.

(DESC 52.211-9F90)

I114 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) GOVERNMENT-FURNISHED PROPERTY.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

I114 Cont'd.

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as-is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) CHANGES IN GOVERNMENT-FURNISHED PROPERTY.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) TITLE IN GOVERNMENT PROPERTY.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon--
 - (A) Issuance of the material for use in contract performance;
 - (B) Commencement of processing of the material or its use in contract performance; or
 - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) USE OF GOVERNMENT PROPERTY. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) PROPERTY ADMINISTRATION.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

I114 Cont'd.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) **ACCESS.** The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) **LIMITED RISK OF LOSS.** Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) **EQUITABLE ADJUSTMENT.** When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) **FINAL ACCOUNTING AND DISPOSITION OF GOVERNMENT PROPERTY.** Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) **ABANDONMENT AND RESTORATION OF CONTRACTOR'S PREMISES.** Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) **COMMUNICATIONS.** All communications under this clause shall be in writing.

(l) **OVERSEAS CONTRACTS.** If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(FAR 52.245-2)

I116 RESPONSIBILITY FOR GOVERNMENT-OWNED PETROLEUM PRODUCTS (DESC APR 1997)

(a) Government-owned petroleum products received, stored, and transported under this contract are governed by the provisions of this clause.

(b) Title to any Government-owned petroleum products in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this clause as "such property," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located.

(c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.

I116 Cont'd.

(d) At the end of the contract period the Government may abandon any Government-owned petroleum products in place, at which time all obligations of the Government regarding such abandoned petroleum products shall cease. The contract price shall be reduced to reflect the fair market value of any abandoned petroleum products. If an agreement as to compensation for abandoned petroleum products cannot be reached in a timely manner, the Contracting Officer will make a formal determination. The decision will be subject to resolution in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause.

(e) The Contractor shall not be liable for loss of or damage to all such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--

(1) Which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents; or

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this clause, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F25)

I117 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(FAR 52.237-2)

I121 CUSTODY OF PETROLEUM PRODUCT (DESC APR 1968)

(a) Custody of petroleum products and risk of loss thereof shall pass to the Contractor as follows:

(1) **PIPELINE RECEIPTS.** When the product passes the flange connecting the carrier's pipeline and the Government-furnished Contractor-operated pipeline.

(2) **MARINE RECEIPTS.** When the product passes the permanent hose connections of the barge or tanker unloading the product.

(3) **TANK CAR RECEIPTS.** When the tank car comes to rest on the Government-furnished Contractor-operated siding.

(4) **TRANSPORT TRUCK RECEIPTS.** When the product passes from the transport truck discharge hoses into the Government-furnished Contractor-operated receiving facilities whether it be a storage tank, line, or any other type of receiving equipment.

(b) Custody of petroleum products and risk of loss thereof shall pass from the Contractor as follows:

(1) **PIPELINE SHIPMENTS.** When the product passes the flange connecting the Government-furnished Contractor-operated pipeline and the carrier's pipeline.

(2) **MARINE SHIPMENTS.** When the product passes the permanent hose connections of the barge or tanker.

(3) **TANK CAR SHIPMENTS.** When the loaded tank car is picked up by the carrier.

(4) **TRANSPORT TRUCK SHIPMENTS.** When the loaded transport truck is released for shipment by the Contractor.

(DESC 52.211-9F85)

I122 USE OF FACILITIES (DESC APR 1984)

(a) The Contractor shall not use the facilities (defined in FAR Part 45) for any purpose other than that required for the performance of this contract.

(b) The Contractor shall not be required to pay rental for the use of the facilities for the performance of this contract. The Contractor shall not include any amount on account of rental of the facilities as an element of price or cost under this contract. The Contractor further agrees and represents that in no event will it include any amount or allowance for amortization, depreciation, or obsolescence of the facilities as an element of cost or price under any contract with the Government or any subcontract thereunder.

(c) The Government shall not be liable to the Contractor for damage or loss of profit by reason of nondelivery or of any delay in the delivery of any of the facilities. In any such case, the Contracting Officer shall equitably adjust the performance dates or contract price, or both, and any other contract provisions affected by the nondelivery or delay in accordance with the procedures provided for in the CHANGES clause of this contract.

(DESC 52.245-9F10)

I123 TITLE TO FACILITIES (DESC JUL 1991)

(a) Title to the facilities, including any additions or replacements thereto, furnished by the Government shall at all times remain with the Government.

(b) Title to all repairs, replacement parts, or accessories furnished and affixed to the facilities by the Contractor in performing maintenance hereunder shall vest in the Government.

(DESC 52.245-9F15)

I124 LIABILITY FOR THE FACILITIES (JAN 1997) (DEVIATION)

(a) The term "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant or separate location in which the facilities are installed or located; or

- (3) A separate and complete major industrial operation in connection with which the facilities are used.

(b) The Contractor shall not be liable for any loss or destruction of, or damage to, the facilities, or for expenses incidental to such loss, destruction, or damage, except as provided in this clause.

(c) The Contractor shall be liable for loss or destruction of, or damage to, the facilities, and for expenses incidental to such loss, destruction, or damage--

- (1) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;
- (2) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
- (3) For which the Contractor is otherwise responsible under the express terms of this contract;
- (4) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
- (5) That results from a failure, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel--

(i) To establish, maintain, and administer a system for control of the facilities in accordance with the "Property administration" paragraph of the Government Property clause; or

(ii) To maintain and administer a program for maintenance, repair, protection, and preservation of the facilities, in accordance with the "Property administration" paragraph of the Government Property clause, or to take reasonable steps to comply with any appropriate written direction that the Contracting Officer may prescribe as reasonably necessary for the protection of the facilities. If the Government Property clause does not include the "Property administration" paragraph, then the Contractor shall exercise sound industrial practice in complying with the requirements of this subdivision (c)(5)(ii).

(d) (1) If the Contractor fails to act as provided by subparagraph (c)(5) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(2) Furthermore, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

I124 Cont'd.

- (i) Did not result from the Contractor's failure to maintain an approved program or system; or
- (ii) Occurred while an approved program or system was maintained by the Contractor.

(e) If the Contractor transfers facilities to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the facilities. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the facilities while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all the facilities in as good condition as when received, except for reasonable wear and tear or for their utilization in accordance with the provisions of the prime contract.

(f) Unless expressly directed in writing by the Contracting Officer, the Contractor shall not include in the price or cost under any contract with the Government the cost of insurance (including self-insurance) against any form of loss, destruction, or damage to the facilities. Any insurance required under this clause shall be in such form, in such amounts, for such periods of time, and with such insurers (including the Contractor as self-insurer in appropriate circumstances) as the Contracting Officer shall require or approve. Such insurance shall provide for 30 days advance notice to the Contracting Officer, in the event of cancellation or material change in the policy coverage on the part of the insurer. Documentation of insurance or an authenticated copy of such insurance shall be deposited promptly with the Contracting Officer. The Contractor shall, not less than 30 days before the expiration of such insurance, deliver to the Contracting Officer documentation of insurance or an authenticated copy of each renewal policy. The insurance shall be in the name of the United States of America (Agency Name), the Contractor, and such other interested parties as the Contracting Officer shall approve, and shall contain a loss payable clause reading substantially as follows:

"Any loss under this policy shall be adjusted with (Contractor) and the proceeds, at the direction of the Government, shall be paid to (Contractor). Proceeds not paid to (Contractor) shall be paid to the office designated by the Contracting Officer."

(g) When there is any loss or destruction of, or damage to, the facilities, with the exception of low value property for which the loss, damage, or destruction is required to be reported at contract termination, completion, or when needed for continued contract performance--

(1) The Contractor shall promptly notify the Contracting Officer and, with the assistance of the Contracting Officer, shall take all reasonable steps to protect the facilities from further damage, separate the damaged and undamaged facilities, put all the facilities in the best possible order, and promptly furnish to the Contracting Officer (and in any event within 30 days) a statement of--

- (i) The facilities lost or damaged;
- (ii) The time and origin of the loss or damage;
- (iii) All known interests in commingled property of which the facilities are a part; and
- (iv) Any insurance covering any part of or interest in such commingled property;

(2) The Contractor shall make such repairs, replacements, and renovations of the lost, destroyed, or damaged facilities, or take such other action as the Contracting Officer may direct in writing; and

(3) The Contractor shall perform its obligations under this paragraph (g) at Government expense, except to the extent that the Contractor is liable for such damage, destruction, or loss under the terms of this clause, and except as any damage, destruction, or loss is compensated by insurance.

(h) The Government is not obliged to replace or repair the facilities that have been lost, destroyed, or damaged. If the Government does not replace or repair the facilities, the right of the parties to an equitable adjustment in delivery or performance dates, price, or both, and in any other contractual condition of the related contracts affected shall be governed by the terms and conditions of those contracts.

(i) Except to the extent of any loss or destruction of, or damage to, the facilities for which the Contractor is relieved of liability, the facilities shall be returned to the Government or otherwise disposed of under the terms of this contract (1) in as good condition as when received by the Contractor, (2) improved, or (3) as required under the terms of this contract, less ordinary wear and tear.

(j) If the Contractor is in any way compensated (excepting proceeds from use and occupancy insurance, the cost of which is not borne directly or indirectly by the Government) for any loss or destruction of, or damage to, the facilities, the Contractor, as directly by the Contracting Officer, shall--

- (1) Use the proceeds to repair, renovate, or replace the facilities involved; or
- (2) Pay such proceeds to the Government.

(k) The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss or destruction of, or damage to, the facilities. Upon the request of the Contracting Officer, the Contractor shall furnish to the Government, at Government expense, all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(FAR 52.245-8)

I129 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(FAR 52.236-14)

I130 RISK OF LOSS OR DAMAGE TO GOVERNMENT-OWNED AND/OR CHARTERED AIRCRAFT (DESC APR 1968)

(a) The Contractor shall not be liable for loss of or damage to Government-owned and/or chartered aircraft arising out of or in any way connected with the Contractor's performance under this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage including expenses incidental thereto--

(1) That results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or directions of (i) all or substantially all of the Contractor's business, or (ii) all or substantially all of the Contractor's operations pertaining to performance hereunder; or

(2) That results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, and the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(b) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to such Government-owned and/or chartered aircraft, it shall reimburse the Government in the amount thereof. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F20)

I131 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(FAR 52.228-5)

I132.02 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications);
- (b) Representations and other instructions;
- (c) Contract clauses;
- (d) Other documents, exhibits, and attachments; and
- (e) The specifications.

(FAR 52.215-8)

I147 DEMURRAGE (DESC NOV 1989)

Subject to paragraph (c) of the DEFAULT clause, the Contractor shall pay to the vessel operator or carrier, or reimburse the Government for, any demurrage incurred by reason of the Contractor's failure to comply with the provisions of this contract.

(DESC 52.247-9FP5)

I203 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with Part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with Part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(DFARS 252.231-7000)

I209.02 EXTENSION PROVISION (DESC OCT 1984)

The Government shall have the right to extend this contract upon the same terms and conditions on a month-by-month basis for a total of no more than six months. Notice of extension may be furnished any time prior to the expiration of this contract or any extension thereof. The foregoing extensions may be exercised by the Government (a) where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until the succeeding Contractor is positioned to commence performance, (b) where the Government decides that follow-on services will be performed by the Government, rather than a commercial Contractor, or (c) where the Government terminates for default a contract for follow-on services prior to the commencement of services to have been provided thereunder.

(DESC 52.217-9F35)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from November 1, 2000 through October 31, 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

I225 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(FAR 52.232-1)

I226 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(FAR 52.232-18)

I227.02 OBLIGATION OF FUNDS FOR OPERATION AND MAINTENANCE FUNDED ITEMS (MULTIYEAR) (DESC MAR 1989)

The Government shall obligate funds pursuant to paragraph (a) of the LIMITATION OF PRICE AND CONTRACTOR OBLIGATIONS clause on October 1 of the next program year (or whenever the next fiscal year's funds become available), WHICHEVER IS LATER.

(DESC 52.232-9F40)

I229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract that exceed \$100,000.

(FAR 52.203-6)

I251 ANTI-KICKBACK PROCEDURES (JUL 1995)**(a) DEFINITIONS.**

(1) **Kickback**, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

(2) **Person**, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

(3) **Prime Contract**, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

(4) **Prime Contractor**, as used in this clause, means a person who has entered into a prime contract with the United States.

(5) **Prime Contractor Employee**, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

(6) **Subcontract**, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

(7) **Subcontractor**, as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract; and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

(8) **Subcontractor Employee**, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act) prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) above may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the prime Contractor withhold from sums owed a subcontractor under the prime contract, monies withheld, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract that exceed \$100,000.

(FAR 52.203-7)

I255 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation, except those for commercial items.

(DFARS 252.209-7000)

I285 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(DFARS 252.209-7004)

SECTION J - LIST OF ATTACHMENTS

FORM	TITLE	LOCATION
DD1707	INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
SF33	SOLICITATION, OFFER AND AWARD	PAGE 1
	OFFEROR SUBMISSION PACKAGE	ATTACHMENT 1

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS OR QUOTERS**K1.01-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It--

☐ has

☐ has not--

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

(b) It--

☐ has

☐ has not--

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(FAR 52.222-22)

K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

- ☐ DOES APPLY.
☐ DOES NOT APPLY.

The offeror represents that--

(a) It--

- ☐ has developed and has on file
☐ has not developed and does not have on file--

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(FAR 52.222-25)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

K7 Cont'd.**I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

K7 Cont'd.**II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

☐ The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(FAR 52.230-1)

K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K86 FOREIGN TAXES (DESC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DESC 52.229-9F10)

K88 TAXPAYER IDENTIFICATION (OCT 1998)

(a) **DEFINITIONS.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

K88 Cont'd.**(d) TAXPAYER IDENTIFICATION NUMBER (TIN).**

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because--
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) TYPE OF ORGANIZATION.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) COMMON PARENT.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name: _____

TIN: _____

(FAR 52.204-3)

K94**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)****(a) (1) The offeror certifies, to the best of its knowledge and belief, that--****(i) The offeror and/or any of its principals--**

(A) Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

K94 Cont'd.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(FAR 52.203-11)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L1 STATEMENT AS TO AWARD (SERVICES) (DESC NOV 1990)

Award will not be made on less than the service stated as the first program year requirements. (Program year is the first year of the contract beginning with the service start date.)

(DESC 52.211-9F25)

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of **120** calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof which has been agreed to by the offeror.

(DESC 52.215-9FB1)

L2.01 INSTRUCTIONS TO OFFERORS (RFP) (DESC OCT 1981)

Offerors are expected to examine all sections of the solicitation and the Information to Offerors form. Failure to do so will be at offeror's risk. Each offeror shall furnish the information required by the solicitation. Offers and modifications thereto shall be signed and dated. The name and title of the person authorized to sign the offer is to be printed or typed on the offer. The offer shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. Erasures or other changes must be initialed by the person signing the offer. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(DESC 52.215-9F45)

L2.05-8 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALT I) (OCT 1997)

(a) **DEFINITIONS.** As used in this provision--

(1) **Discussions** are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

(2) **In writing** or **written** means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

(3) **Proposal modification** is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

(4) **Time**, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturday, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals, and modifications to proposals shall be submitted in paper media in sealed envelopes or packages—

(i) Addressed to the office specified in the solicitation; and

(ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic address if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) **LATE PROPOSALS AND REVISIONS.**

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

L2.05-8 Cont'd.

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. **Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) **OFFER EXPIRATION DATE.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet.

(e) **RESTRICTION ON DISCLOSURE AND USE OF DATA.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE GOVERNMENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED -- IN WHOLE OR IN PART -- FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR AS A RESULT OF -- OR IN CONNECTION WITH -- THE SUBMISSION OF THIS DATA, THE GOVERNMENT SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE GOVERNMENT'S RIGHT TO USE

L2.05-8 Cont'd.

INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION ARE CONTAINED IN SHEETS (INSERT NUMBERS OR OTHER IDENTIFICATION OF SHEETS);and

(2) Mark each sheet of data it wishes to restrict with the following legend: USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

(f) **CONTRACT AWARD.**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(FAR 52.215-1/Alt I)

L2.06 EVIDENCE OF RESPONSIBILITY (AARD) (DESC NOV 1989)

(a) Each offeror must show evidence of a capability to provide the mandatory requirements set forth in the statement of work and elsewhere in this solicitation.

(b) A review board composed of one or more Government personnel will thoroughly review the adequacy of the proposal. Proposals will be categorized, following evaluation, as--

(1) Acceptable as submitted.

(2) Marginal (Reasonably susceptible to being made acceptable by submissions of clarifying or supplemental information which does not basically change the proposal as submitted).

(3) Not acceptable.

(c) Upon final determination that a proposal is "not acceptable," the Contracting Officer shall promptly notify the firm submitting the proposal that it will not be considered and shall indicate, in general terms, the basis for the determination.

(d) The Contracting Officer may request offerors of marginal proposals to submit additional information by identifying areas requiring clarification. In initiating a request for more information, the Contracting Officer shall set an appropriate time for submission of such information as part of the proposal. If additional information incorporated as part of the proposal within this time establishes that the proposal is acceptable, it shall be so categorized. Otherwise, the proposal shall be deemed unacceptable.

(DESC 52.209-9F10)

L2.10-1 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected. (FAR 52.214-35)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is 703-737-8506.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L2.31 PROPOSAL FORMAT AND CONTENT (DESC AUG 1999)

Proposals will be submitted in two sections and clearly labeled **Price Proposal** and **Technical Proposal**. Offers for less than the entire four-year contract period will not be considered.

(a) PRICE PROPOSAL.

(1) The SERVICES TO BE FURNISHED clause must be completed, with a detailed cost breakdown included. All fill-ins in the Offeror Submission Package must be completed and submitted with the offer. The offeror should submit the original and one copy of the price proposal.

(2) If any exceptions are to be taken to the terms and conditions, indicate specific paragraphs and submit as part of the price proposal. Only exceptions detailed here will be considered exceptions to the requirements of the solicitation.

(b) TECHNICAL PROPOSAL.

(1) The offeror will submit the original and 3 copies of the technical proposal. It will be evaluated strictly on technical merit, and should describe and justify the offeror's technical approach to the requirements of the work to be performed. It should be specific and complete in every detail, with concise, straight forward descriptions of the offeror's capability to perform this work. Offerors are required to identify any technical, schedule, performance, or cost risks associated with their proposals, and describe the approaches to be used in resolving or avoiding the identified risks. Proposals that are unrealistic in terms of technical commitments, or unrealistically low in price, will be considered indicative of a lack of understanding of the solicitation requirements. The complete technical proposal for factor (2)(i), excluding résumés and equipment sale/lease agreements, cannot exceed 25 pages.

(2) **SPECIFIC INSTRUCTIONS.** The proposals should address the following subjects, which will be evaluated to determine technical scores:

(i) OPERATIONAL CAPABILITY.

(A) The offeror will submit a detailed manning plan. Using a 31-day month as a model, provide a work schedule for all employees, including on-site management, showing labor classification, duty hours, and the days that each employee will work for the 31-day period (e.g., Refueler Operator, 0700-1530, Monday through Friday). Furthermore, each performance requirement of the statement of work (SOW) should be specifically identified and a description as to how the offeror plans to meet the requirements, to include manpower assigned to each function specified. Each offeror will also submit a summary Contract Compliance Plan and a summary Training Plan (each plan shall be no longer than 2 pages), and a list of key personnel (i.e., Corporate Executive Officer, On-Site Manager and Assistant Manager (if applicable)) and their résumés in the following format:

L2.31 Cont'd.

- (a) Name.
- (b) Current position.
- (c) Current employer.
- (d) An employment history that contains the position held, the employer, the period that this position

was held, and a brief description of the responsibilities of the position.

All military experience claimed shall treat each tour as a separate employer. Time frames/title(s)/responsibilities for military experience shall be provided as discussed above.

(ii) PAST PERFORMANCE.

(A) **EXPERIENCE.** The offeror shall list all contracts and subcontracts (completed or in progress) for the last three years from DFSC as well as others (completed or in progress) for other Government agencies or the private sector that are related to the proposed contract. Failure to submit a complete list may reflect adversely on the Contractor. The Government has the option to consider information from these sources, and any others that may be available, that it deems necessary in order to make an accurate assessment of the Contractor's past performance. The offeror should include the following information:

- (a) Name of contracting activity;
- (b) Contract number;
- (c) Contract type and dollar value;
- (d) Brief description of the work (if the offeror is a large business, include a description of any

subcontracting); and

(e) Contracting Officer, Contracting Officer's Representative, Administrative Contracting Officer, and program manager (all that are applicable) with telephone numbers. These contracts may include efforts undertaken on behalf of (1) private industry, (2) quasi-government organizations, or (3) Federal agencies, including those performed for non-DoD activities.

(B) The offeror should provide information on any significant problems encountered and corrective actions taken.

(DESC 52.215-9F95)

L5 SERVICE OF PROTEST (AUG 1996)

(a) **Protests**, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from--

ATTN: **DFSC-CPA**
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR VA 22060-6222

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.
 (FAR 52.233-2)

L5.01 AGENCY PROTESTS (DESC AUG 1997) - DLAD

(a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DESC Commodity Business Unit Director.

(b) Protests filed with the Director, DESC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The Contracting Officer will forward the protest to the DESC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest; it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.)

(c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.

(d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.

(DLAD 52.233-9000, revised)

L11 POSTPONEMENT OF OPENING/CLOSING OF OFFERS (OCT 1982) DLAD

If the opening/closing of offers is postponed because emergency or unanticipated events (such as, but not limited to, flood, fire, accident, weather condition, or strikes) result in closing the designated site for opening/closing of offers, so that the conduct of openings/closings as scheduled is impracticable, offers or modifications or withdrawal of offers received prior to the time of actual opening/closing will be considered as timely. Offers or modifications or withdrawals of offers received after the time of actual opening/closing of offers, when opening/closing of offers was postponed as provided above, will not be considered except as provided in FAR 52.214-7 or 52.215-10, as applicable. (DLAD 52.214-9000)

L17 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (AUG 1998)

(a) Copies of specifications, standards and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4 SECTION D
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5094

Telephone: (215) 697-2667/2179

Facsimile: (215) 697-1462.

(b) Order forms, pricing information, and customer support information may be obtained--

(1) By telephone at (215) 697-2667/2179; or

(2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(FAR 52.211-2)

L73 INSEPCION OF PREMISES (AARD) (DESC FEB 1970)

A preproposal conference will not be held; however, the station facilities are available for inspection by prospective offerors during normal duty hours. Prospective offerors may make arrangements by contacting the Supply Officer at the station or the Contracting Officer at the Defense Energy Support Center.

(DESC 52.237-9F01)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(FAR 52.216-1)

L87.06 CONDITIONS FOR MULTIYEAR OFFERS (DESC FEB 1995)

(a) Offerors must submit a price for the total multiyear requirements. Offers for less than the multiyear requirements will not be considered for award, except for items specifically designated as one-year requirements.

(b) An offer price on a multiyear line item shall apply to the entire period of the multiyear requirement.

(c) Price changes will be made in accordance with economic price adjustment provisions in the contract.

(d) Award will not be made for less than the multiyear requirements, except for those items designated as one-year requirements.

(DESC 52.207-9FA5)

L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

L196 PREPROPOSAL CONFERENCE (AARD) (DESC AUG 1993)

A Preproposal Conference, in conjunction with the site visit, will be held on October 20, 1999 commencing at 0900 A.M. at the NSA Souda Bay, Crete, Greece. Contractors are requested to submit by letter, telephone, or wire the name(s) of the individual(s) who plan to attend, on or before October 13, 1999.

(DESC 52.215-9F15)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offers that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

SECTION M - EVALUATION FACTORS FOR AWARD**M28 EVALUATION OF OFFERS (DESC JUN 1998)**

(a) Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation should be prepared in accordance with the PROPOSAL FORMAT AND CONTENT clause and will be evaluated by a board of one or more Government personnel. Final selection shall be made by the Source Selection Authority based on an overall assessment of each offeror's technical and price proposals. Judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. The resultant contract shall represent the best overall value to the Government.

(b) For purposes of this solicitation, price and technical merit are equal in importance. However, as proposals become more equal in their technical merit, the price becomes more important.

(i) **PRICE EVALUATION.** The Government reserves the right to award to other than the lowest evaluated offer. The low offer will be determined by computing the total cost to the Government for the four-year period of performance. This will be accomplished by adding the proposed monthly service charge for all of the program periods in the Schedule clause, including four years of augmentation.

(ii) **TECHNICAL EVALUATION.** Technical proposals will be rated and ranked against the evaluation factors listed below, which are equal in importance:

FACTOR 1**OPERATIONAL CAPABILITY**

Demonstration of understanding the operational requirements, including the adequacy of the manning plan to meet the requirements.

M28 Cont'd.**FACTOR 2****PAST PERFORMANCE**

The Government will evaluate the offeror's past performance. In doing this, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other subcontractors, and any others who may have useful information. Offerors lacking relevant past performance history shall receive a neutral evaluation for past performance.

A record of acceptable past performance will not result in a favorable assessment of an otherwise unacceptable proposal.

(c) After each evaluation, each of the factors described in (b)(ii) above will be given one of the following ratings:

- (1) Exceptional.
- (2) Very Good.
- (3) Satisfactory.
- (4) Marginal.
- (5) Unsatisfactory.

Proposals may be rated differently within each category, i.e., two proposals may receive an exceptional rating, but one may be more exceptional than the other.

(DESC 52.209-9F95)

M28.01 BASIS FOR AWARD (DESC AUG 1989)

Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation will be evaluated by a board of one or more Government personnel, with selection of the Contractor made on the basis of an overall assessment of each offeror's ability to satisfy the requirements of the solicitation. Final selection of the Contractor will be made by the Source Selection Authority (SSA). This overall assessment will include evaluation of general considerations as well as the result of the evaluation of technical and price proposals, recognizing that subjective judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. Examples of general considerations include proposed contractual terms and conditions, and results of a preaward survey. The Government reserves the right to award to other than the lowest evaluated offeror. The SSA will make a determination of the overall merit of each proposal in terms of its potential to satisfy the needs of DESC.

(DESC 52.209-9F30)

M52 EVALUATION OF OFFERS FOR AIRCRAFT FUEL DELIVERY (DESC SEP 1993)

(a) The low one-year offer will be determined by computing the cost to the Government for one year's service including augmentation. This will be accomplished by computing the total cost of one year's service (aggregate of Line Items in Section B) plus the augmentation. Estimated hours shown in the SERVICES TO BE FURNISHED clause will be multiplied by the applicable offered rate in the SERVICES TO BE FURNISHED clause. Augmentation will be the sum of the resulting products. Although the SERVICES TO BE FURNISHED clause may list several labor categories, only those category rates for which the SERVICES TO BE FURNISHED clause lists estimated hours will be evaluated.

(b) When options are being evaluated, the following applies:

- (1) Proposals will be evaluated for purposes of award by adding the total price for all option quantities, including augmentation, to the total price for the basic quantity.
- (2) Any proposal which is materially unbalanced as to prices and option quantities may be rejected as nonresponsive. An unbalanced bid or proposal is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(DESC 52.215-9FB5)

SECTION C

SEGMENT II



PERFORMANCE WORK STATEMENT (PWS)

for

AIRCRAFT FUEL SERVICES

and

FUEL STORAGE AND DISTRIBUTION

under

SOLICITATION DLA600-99-R-0140

NAVAL SUPPORT ACTIVITY

SOUNDA BAY, FPO AE 09865-0053

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C-1.0 GENERAL

C-1.1 General Description

This Performance Work Statement (PWS) is established to identify Contractor responsibilities to maintain and operate Government owned fuel facilities and equipment for the support of aircraft as may transit, deploy to and operate or exercise from **Naval Support Activity Souda Bay, GR**, hereafter referred to as **NSA Souda Bay**.

The NSA Souda Bay fuel facility is a compact system consisting of three 50,000-gallon JP5 tanks under the older NATO pumphouse as well as two 30,000 and two 50,000 gallon underground tanks that lie just to the southwest of the NATO pumphouse. JP5 is supplied by 4-inch military pipeline from the NATO terminal at Mathiri, GR. Bulk automotive gasoline is delivered to the base by commercial truck and stored in four 19,100-liter tanks at the base service station, building 66. Diesel (F76) is picked up by, held in, and dispensed from a 5,000 gallon refueler. Other Contractor functions located in building 66 are the Contractor administrative and maintenance functions, the dispatch center and driver's ready room, and the contract site manger's office. The Contractor operated fuel laboratory is also located in building 66. Aircraft fuel support is provided by a combination of truck and pantograph refueling operations.

C-1.2 Mission

There are no aircraft stationed at or assigned to NSA Souda Bay; however, US and NATO units may deploy to and operate from the airfield for extended periods of time. Therefore, NSA Souda Bay is responsible for servicing a wide range of aircraft that may transit, deploy to and operate or exercise from the airfield. The Fuel Management Division is responsible for the receipt, storage, and distribution of petroleum products. Petroleum support includes the distribution of aviation turbine fuel (JP5) and ground products (MUR and F76), and the performance of fuel related administrative and quality surveillance services. The delivery of all products to units assigned to and as may transit or take part in exercises at NSA Souda Bay is a Contractor responsibility.

C-1.3 Contract Performance

The Contractor shall perform the tasks listed in [Section C-2.0](#) and achieve the performance standards for each task. The Contractor shall, as outlines in [Section C-1.4](#), submit performance based plans which will provide assurance that the Contractor will meet all performance standards outlined and comply with all applicable Federal, state, and local laws, and DOD regulations, and guidelines. Except as specified herein, the Contractor shall be responsible for obtaining copies of all applicable laws, regulations, and guidelines, including changes thereto.

The Contractor shall establish and maintain a workplace drug-testing program that complies with the "*Mandatory Guidelines for Federal Workplace Drug Testing Program*". Executive Order 12564 of 15 Sep 1986 and section 503 of Publication 100-71, 5 USC section 7301 note, the Supplemental Appropriations Act for fiscal year 1987 dated 11 Jul 1987 apply. Also, see Section I, Clause I102.04, Drug Free Workplace.

In addition to the documentation generated under the QSP outlined by [Appendix G](#), the Government may distribute customer satisfaction surveys, which will be used as part of the assessment of contract performance. The COR has the option to increase the frequency of surveys to address contract compliance as needed.

C-1.4 Detailed Plans

On contract award or as stated herein, the Contractor shall have 60 days to submit detailed plans to the COR of the contracted activity for review and acceptance. Required plans shall address all fuel management related issues as they apply to the contracted functions at NSA Souda Bay. All plans shall be considered dynamic documents that may be updated over the course of the contract. Those plans to be submitted within 60 days of contract award provide the contracted activity ample time to review them and recommend changes prior to the contract start date. For those plans not available/required on the contract start date, the Contractor shall follow existing Government procedures during the first 60 days of the contract performance period or.

Contract Compliance Plan (CCP): Pursuit to the provisions of Section E, Clause E5.03, provide a comprehensive and detailed plan that will ensure contract compliance. The Contractor shall provide a CCP, an internal, self-inspection system acceptable to the Government, which addresses methods for meeting the performance standards established in [Section C-2.0](#). See Section L, Clause L2.31 regarding the submission of a summary CCP for technical evaluation. The complete CCP shall be submitted to the COR of the contracted activity within 60 days of contract award and shall be in effect on contract start up.

Product Quality Surveillance Plan (PQSP): Provide a comprehensive and detailed plan that will ensure that products handled by the Contractor remain on-specification. The PQSP shall include discussions on sampling, test methods, equipment, documentation of tests, reporting, and records keeping, and actions to be taken in case of unacceptable test results. The plan shall fully outline Contractor responsibilities to the extent that quality surveillance applies to the Contractor under this PWS, see those requirements specified in [Section C-2.9](#). The PQSP plan shall be submitted to the COR of the contracted activity within 60 days of contract award.

Environmental Protection Plan (EPP): Based on the requirements noted in [Section C-2.14](#), a comprehensive and detailed EPP shall outline procedures necessary to protect the environment in accordance with applicable DOD, USN, and local laws and regulations. The EPP shall be submitted to the COR of the contracted activity within 60 days of contract award.

Contract Management Contingency Plan (CMCP): The CMCP shall outline Contractor action to ensure there will be no significant interruption of services resulting from labor disputes, catastrophic failure of Contractor-owned equipment, or the effects of national emergencies within the Contractor's control. The plan shall provide specific details regarding subcontracting, the replacement of specialized, one-of-a-kind pieces of equipment anticipated to be out of service for more than 24 hours, and labor issues. In any cases, the Contractor shall be responsible for repairing or replacing inoperable equipment or obtaining additional equipment and manpower required to satisfy day-to-day and contingency demands. Upgrading or modifying equipment to meet specific off station and public, over-the-road requirements, licensing or obtaining permits for equipment and personnel to operate on public roads, and adherence to insurance requirements shall be the responsibility of the Contractor. The CMCP shall be submitted to the COR of the contracted activity within 60 days of contract award and be in effect at contract start.

Contract Maintenance Plan (CMP): As outlined in [Section C-2.11](#), the CMP shall clearly outline the detailed procedures for planning, programming, accomplishing, and documenting preventive maintenance. Repairs to equipment and facilities as may be directed under [Section C-4.2](#), Equipment, Supplies, and Services Requiring a Task Order, shall also be covered. The CMP shall be submitted to the COR of the contracted activity within 60 days of contract award and shall be in effect at the start of the performance period.

Contract Operations Plan (COP): The COP, a comprehensive and detailed set of procedures systematically outlining all aspects and requirements, including emergency operating and shutdown procedures and staffing plans, for the tasks specified in [Section C-2.0](#). The COP shall be submitted to the COR of the contracted activity within 60 days of the start of the performance period.

Inventory Control and Accountability Plan (IC&AP): The IC&AP shall provide comprehensive and detailed procedures to ensure compliance with the requirements of DOD 4140.25M and [Section C-2.8](#) of the PWS. The IC&AP shall be submitted to the COR of the contracted activity within 60 days of the start of the performance period.

Fuel Safety Plan (FSP): A detailed plan outlining product and handling characteristic and the procedures necessary to maintain a safe working environment in accordance with applicable references and local laws and regulations. See [Section C-2.13](#). The F&CSP shall be submitted to the COR of the contracted activity within 60 days of the start of the performance period.

Contract Security Plan (CSP): A comprehensive and detailed plan that clearly identifies the procedures necessary to maintain the secure all facilities as outlined in [Section C 2.15](#). The plan shall be submitted to the COR of the contracted activity within 60 days after contract award.

Contract Training Plan (CTP): Provide a comprehensive and detailed CTP outlining training requirements, i.e., flightline familiarization or fire prevention. Pertinent courses required by states and local governments shall also be included in the CTP. The CTP shall reflect course titles, a brief description of the courses, training sources, the employees to be trained (by job classification), the frequency of training, and the method of monitoring plan compliance. This plan shall include all elements of [Section C-2.12](#). See *Section L, Clause L2.31 regarding the submission of a summary CTP. The complete training plan shall be provided to the COR of the contracted activity during contract turnover as outlined in [Section C-1.5](#).*

C-1.5 Contract Turnover

The successor Contractor shall, during the last 72 hours of the expiring contract, be provided assistance by the outgoing Contractor, DESC representatives, and the COR in the accomplishing a joint facilities turnover inspection. The inspection shall provide for a facilities walk-through and property inventory, product sampling and testing, and a complete product inventory. The outgoing Contractor, during the last two weeks of the contract, shall permit personnel of the successor Contractor access to all contracted facilities to observe operations. The outgoing Contractor shall, during the last 72 hours of the expiring contract, assist the successor Contractor, DESC, and the COR in the accomplishing a joint facility turnover inspection.

C-1.6 Planning Information

For the purposes of estimating workload, the Contractor should use a projection of **530,000** gallons in issues to approximately **150** aircraft per month. Additional workload information for specific fuel operations can be found in figures and tables throughout [Section C-2.0](#). Historic workload information by fiscal year is reflected in Exhibits 1 through 7. It is historic workload data provided for information only.

Discussions with Fuels Management and [] regarding the current and future mission of NSA Souda Bay indicate there are no known or anticipated changes to the mission or flight operations of NSA Souda Bay. This outlook does not however preclude fundamental changes in mission, flight training schedules, manpower goals, and alike. The Contractor will be notified, as changes are made and contract adjustments are deemed appropriate. Furthermore, the Contractor shall, as deemed necessary over the course of the contract, adjust personnel and equipment to meet all fluctuating seasonal workload requirements. As an aid to planning, NAF Alpha will provide the Contractor copies of all correspondence and message traffic regarding training, exercises, and the deployment of aircraft to and from NSA Souda Bay.

C-1.7 Personnel Staffing Objectives

The Contractor shall provide sufficient staffing to accomplish all petroleum receipt, storage, and issue operations and other tasks identified in [Section C-2.0](#). The Contractor's staffing and personnel objectives shall be flexible and capable of meeting the demands of multiple aircraft servicing operations via mobile refuelers, direct refueling system, or a combination of both to provide hot or cold refueling, as well as bulk fuel storage and distribution operations, and quality surveillance of petroleum products. However; the Contractor shall schedule personnel so that no individual works more than 12 hours in one shift, followed by an 8-hour break.

C-1.8 Normal Workday Operations

Normal airfield operating hours for NSA Souda Bay are 0000 to 2400 hours Monday through Sunday including holidays, see [Figure 1](#). The Contractor shall provide aircraft fuel services support for these hours within the response times established in [Section C-2.2.2](#). In addition, the Contractor shall maintain the capability to provide fuel support and respond to servicing demands anytime, 24 hours per day, 365 days per year. Offers shall include all labor associated with these operations in the price for the appropriate Contract Line Item Number (CLIN). Work associated with operations that is outside of normal operations, i.e., the essential servicing of aircraft as deemed necessary by the local command, unscheduled exercises, or real time contingencies will be reimbursable as outlined in [Section C-4.3](#), Augmentation. The Government will reimburse the contractor only for approved augmentation worked by "service employees." Essential personnel as defined in [Section C-1.10](#) are part of the Contractor's Management Team and shall not be considered "service employees" as defined by Section I, Clause I100.

NOTE

As used above, “maintain the capability,” should not be construed to mean or imply a requirement for full time staffing outside normal duty hours.

Figure 1 lists the functions to be performed by the Contractor and the hours they shall be manned. Tasks associated with a given function, tank truck receipts of ground fuels for example, will normally be accomplished within the hours specified. Empty cells indicate that a function is not normally manned for the days indicated by the column heading.

Figure 1: Hours of Operations

Function	Weekdays Monday-Friday	Saturday-Sunday	Holidays
Aircraft Refueling Operations	0000-2400	0000-2400	0000-2400
Fuel Dispatch Center	1200-2400		
Bulk Fuel Storage Operations	0800-1630		
Fuel Laboratory Operations ⁽¹⁾	0800-1630		
Ground Fuel Delivery Operations	0800-1630		
Service Station Operations (Manual) ⁽²⁾⁽³⁾	0900-1600	0900-1100	0900-1100

(1) The fuel laboratory function shall be a collateral duty of the storage operator.

(2) See [Section C-2.4](#) for requirements regarding alternative support operations.

(3) The service station operator shall be a collateral duty of the dispatcher.

C-1.9 Personnel Qualifications

The Contractor shall ensure that personnel assigned to all tasks have the requisite knowledge and skills to meet minimum performance standards and comply with all applicable Federal and state laws, regulations, and code. All employees shall be able to read and understand English (be literate) to the extent they can read and understand regulations, detailed written orders, operating procedures, and training instructions and materials. Employees shall be capable writing in English and compose reports that convey complete thoughts and information.

C-1.10 Essential Personnel

As outlined in Section L, Clause L2.31, a resume shall be submitted for essential personnel, the Corporate Executive Officer, the Site Manager, and the Assistant Site Manager (full time or collateral duty).

Corporate Executive Officer: To assure continuity between the contracted location/activity and corporate office, the Contractor shall employ an executive who, for the duration of the contract, can make decisions concerning this contract. He/she shall have a complete understanding of the terms and conditions of this contract and shall be experience in the operation and maintenance of fixed and mobile fuel systems to the extent outline herein.

Site Manager: The site manager shall have a minimum of four years experience in petroleum services operations. His/her experience shall include the operation and maintenance of bulk aviation and ground fuel storage and distribution systems and facilities, mobile (aviation and ground fuel) and direct aviation refueling services equipment and facilities, service stations operations (manual and automated), the quality surveillance measures associated with all levels of aviation and ground fuel support, and fuel administration and accounting principles and practices.

Two years of experience must be supervisory gained within five years immediately prior to contract start date. Of these two years, one year of experience must be specialized supervisory experience in bulk storage or mobile fuel servicing operations with emphasis in equipment maintenance, operations, and environmental compliance. One year may be general supervisory experience. Education may be substituted for experience. The minimum educational requirement is four years of college level courses in petroleum/industrial related fields.

The site manager position shall not be a collateral duty.

Assistant Site Manager: The assistant site manager shall have a minimum of two years experience in mobile fuel servicing operations. This experience must include the operation and maintenance of mobile equipment and the quality control measures associated the mobile refueling operations

The assistant site manager may be assigned collateral duties.

Should the Contractor find it necessary to replace essential personnel on short notice, the Contractor shall, to the extent possible, provide advance notification to the COR and a resume of the proposed candidate that supports the experience requirements listed above. In an emergency, the installation of new essential personnel shall be followed by a resume of the proposed candidate within 10 working days.

C-1.11 Additional Personnel Requirements

Dispatcher/Computer Operator IV. Each Fuel Management dispatcher/computer operator, hereafter referred to as a dispatcher, shall be computer literate. He/she shall possess sufficient computer skills to use client/server applications in a Microsoft Windows NT environment. Those skills include the ability to logon; shutdown; initiate modems; manipulate files; install applications; send and receive email; and to use web browsers to send and receive information. The use Microsoft standard office products of Word, Excel, and Powerpoint; other commercial off the shelf applications and utilities; and custom software in such a manner that daily fuel operations are effectively and efficiently conducted are required.

Dispatchers shall be skilled in the use of the DESC Fuels Automated System (FAS). Those skills shall include the use of the real time dispatch system, the manipulation data within the Fuel Manager system and the related fuel management modules, and the capability to analyzing hardware/software related problems so as to maintain accurate input flow, data retrieval, and output validity. In addition, dispatchers shall be knowledgeable of radio communications, instructions/regulations pertaining to fueling and defueling of Government and civilian aircraft, and Government forms used to document aircraft fuel servicing. They must demonstrate familiarity with the layout of the base and outlying fields as well as the airfield and aircraft parking areas and restriction applicable to servicing aircraft within those areas. Individuals acting as dispatchers, shall be capable of to communicate in English, both orally and in writing.

For stations that have implemented the Fuels Automated System (FAS), the dispatcher shall be trained to maintain dispatch records under the automated FAS program. Incumbent Contractors actively using the FAS system shall continue to provide FAS qualified dispatch personnel into the new contract period. New/first time Contractors shall arrange with the Navy Petroleum Office, Code PSpC, to have dispatch personnel FAS trained and certified prior to the beginning of the contract start date. Initial FAS training of in place contract dispatch personnel and new/first time contractor personnel will be provided at Government expense. Once initial (Government) training of contract personnel has been provided, the Contractor shall, to the maximum extent possible, be responsible for the continued training of dispatch personnel within the contract organization. Additional DESC funded training of contract personnel may be made available on submission of justification to NAVPETOFF PSpC.

Fuel Truck Drivers/Operators: Fuel Truck Driver/Operators shall be qualified to perform aviation and ground fuel servicing operations (fuel servicing and defueling operations) by mobile refueler and direct fueling system, and ground fuel servicing truck. Fuel servicing operators shall pass a Contractor administered base and flightline familiarization test, practical equipment/facility competency tests, and shall be certified as qualified and appropriate training records updated prior to operating mobile fuel servicing equipment unsupervised. The Contractor shall re-certify personnel annually or as requested by the COR. Operators shall be familiar with safety regulations applicable to aviation fuel servicing, and the airfield/base, and shall demonstrate a practical knowledge of and ability to inspection and maintain fuel servicing equipment and systems. Operators shall be capable of performing basic math, shall have a working knowledge of forms, and shall be able to communicate in English, both orally and in writing.

If applicable, drivers shall be licensed in accordance with the vehicle operating laws, regulations, and code for the country in which they will operate equipment and shall be/remain in compliance with all such requirements for the duration of their employment under this contract. The Contractor shall ensure that drivers required to operate vehicles and equipment on public roads are appropriately licensed for the class of vehicle to be operated on such public roads. Driver records appropriate to the class of license an employee holds, and a current record of physical examination or certification shall be maintained by the Contractor and made available to the COR on request. The Contractor shall ensure that all drivers' records are kept current throughout the term of the contract.

The tasks outlined in [Section C-2.0](#) may require special skills, training, or certifications. The Contractor shall evaluate task requirements and provide qualified personnel to complete such tasks in accordance with all applicable laws and regulations.

Fuel Distribution Systems Operator (FDSO). FDS operators shall be qualified to receive, handle, and issue a wide range of petroleum products and complete the accounting and administrative functions related thereto.

He/she shall have practical experience in all facets of fuel distribution systems to include, pipeline systems, storage tanks, pumps, valves, fuel monitors and filters, truck fill stands, used oil storage and disposal facilities, and service station facilities (manual and automated). He/she shall be able to convert gauge and temperature readings to quantities of products and shall be able to perform quality assurance functions. He/she shall be able to correlate pressures, temperatures and quantities as read from various gauges and meters normally found at a fuel facility. Operators shall have a basic understanding of written description and instructions pertaining to facility operations, shall be able to implement cyclic maintenance programs and safety programs relating to all aspects of facility operation and shall have demonstrated expertise in spill cleanup procedures, prevention and control measures, related equipment operation and maintenance. Operators shall have experience in inspecting trucks and other modes of conveyance and be capable of various types of petroleum sampling of storage tanks, trucks, fillstands, etc. Hazardous waste handlers shall be "certified" as required by Federal, State or local laws and Navy/base regulations as applicable.

Laboratory Technician. The laboratory technician shall have experience in conducting laboratory analysis of petroleum products commensurate with the level of testing to be performed. This experience shall include knowledge of the properties; characteristics and specifications of petroleum products, the sampling of petroleum systems from receipt to issue points, the operation, maintenance, and calibration laboratory equipment, record keeping; and laboratory safety procedures.

Cryogenics Systems Operator/Supervisor. Cryogenic services are not applicable under this contract.

C-1.12 Notification of Correspondence and Visits

The Contractor shall immediately notify the COR of a visit or a notice to visit by any federal, state, or local officials or agencies, and provide copies of all correspondence resulting from such visits.

C-2.0 SPECIFIC TASKS (FIRM FIXED PRICE)

C-2.1 Tasks, General

The following defines the specific aviation fuel and ground fuel services, to include ancillary services such as quality surveillance, maintenance, and accounting and administration, for which the Contractor shall be responsible. Each task is defined, outline, and cross-reference with regard to the task, hours of operation, contractor equipment requires, and Government furnished equipment, facilities, and services. All tasks reflected herein shall be performed by the Contractor.

C-2.2 Fuel Servicing Operations

Fuels servicing operations in support of aviation activities assigned to and as may transit, deploy to, or exercise from NSA Souda Bay are defined as those fuel functions directly involved in the delivery of fuel products to aircraft. Those functions are the Fuel Dispatch Center, responsible for direct contact with customers and the control of equipment and personnel, and Aircraft Refueling, the section responsible for providing qualified personnel and equipment to transport/issue products.

C-2.2.1 Fuel Dispatch Center

The Contractor shall staff the fuel management dispatch center, the focal point of the fuel management function, so that a computer operator/dispatcher, qualified as outlined in [Section C-1.11](#), is on duty for the days/hours listed in [Figure 1](#).

Aviation fuel is issued to station and transient aircraft by mobile refueler and portable/fixed pantograph. In addition, ground fuels are issued on request from organization throughout the base. Requests for all services shall be taken by the fuel dispatch center from various station organizations. All requests for fuel services shall be recorded and records kept using the Fuels Automated System (FAS), and equipment and personnel dispatched and controlled. The Contractor shall maintain FAS modules relevant to Contractor and Government furnished equipment and the maintenance thereof, as well as, modules concerning quality surveillance, personnel and training information, and other FAS data modules as directed by the COR.

The fuel dispatch center shall perform basic fuels accounting and administration functions such as the collecting and reviewing fuel receipt, issue, and inventory documents. The dispatcher shall ensure all documents are legible and accurate, shall generate FAS reports, and shall ready all documents/reports for submission to fuel accounting office by 0900 Monday through Friday. Weekend/holiday documents shall be submitted the next duty day following the weekend or holiday.

- ◇ Requirement: The Contractor shall receive and record requests for fuel servicing, dispatch personnel and equipment to meet the response times using FAS to capture all data relevant to the Fuel Division workload.
 - ✓ The Contractor shall process requests for services using the Fuels Automated System (FAS).
 - ✓ The Contractor shall maintain full control of aviation, ground fuel, and used oil servicing assets, dispatching personnel and equipment to meet demands within established response times.
 - ✓ The Contractor shall prepare documentation and FAS summary reports for delivery to the Fuel Division office by 0900 Monday through Friday.
- Minimum Performance Standards:
 - ✓ One hundred percent accurately in recording requests for aviation, ground fuel, and used oil support.
 - ✓ One hundred percent control of aviation, ground fuel, and used oil servicing equipment and personnel.
 - ✓ No operational delays in excess of standard response time resulting from dispatch actions.
 - ✓ Fully maintain FAS modules relevant to aviation, ground fuel, and used oil equipment and personnel.
 - ✓ Submit summary FAS reports and transaction documentation to the Fuel Division office by 0900 hour daily, Monday through Friday.

C-2.2.2 Aircraft Fuel Servicing Operations

Aviation fuel servicing operations are defined as the delivery or, receipts by defuel, of aviation fuels by mobile refueler or fixed direct refueling systems. The Contractor shall be responsible for performing all aircraft fuel servicing operations and safeguarding fuel supplies under its control during normal and adverse conditions.

As outlined in [Section C-1.8](#), the Contractor shall be capable of providing fuel servicing of station and transient aircraft 24 hours a day, 365 day per year, including holidays. During the normal duty hours reflected in [Figure 1](#) and as outlined by local directives, a request for fuel services shall result in the dispatch of fuel servicing truck(s) and/or direct fuel servicing system operator(s) to the number of aircraft identified and prioritized by the requester so that each truck or operator dispatched arrives at the first aircraft for the specific work request, within **20 minutes** of the request for service. The Contractor shall continue to service subsequent aircraft in an orderly and timely manner until all fuel servicing requirements for a specific request are met. Drivers shall not interrupt the flow of work, i.e., service aircraft other than those to which they are dispatched, without approval by the dispatch center, nor shall drivers/operators interrupt servicing operations for rest or meal breaks without proper relief or explicit approval of the fuel dispatch center. On arriving at an aircraft, operators shall take all steps and precautions necessary to service the aircraft in accordance with NAVAIR 00-80T-109, other USN regulations, and station instructions applicable to fuel servicing operations.

The Government will provide refueling equipment in sufficient numbers to undertake the workloads outlined in [Figure 2](#). The Contractor shall inspect and perform operator maintenance on all equipment so as to maintain it in a safe and fully serviceable condition. Equipment inspections and sampling, i.e., daily visuals and weekly type "C" analysis shall be accomplished and documented on the vehicle inspection forms to ensure equipment is ready for service. Major or shop repairs will be performed by the Public Works contracted vehicle maintenance department.

Fuel deliveries to off station locations shall be accomplished using trucks that are configured and licensed for use on public roads. All local inspections, permits, licensing and insurance requirements for the truck(s) used, shall be a responsibility of the Government. Operators shall be licensed as set forth in [Section C-1.11](#), Fuel Truck Drivers/Operators.

Figure 2 presents the aircraft fuel issue workload based on a projected monthly requirement of **530,000** gallons of JP5 for NSA Souda Bay. The projection is based on an average of historical issue data reflected in [Exhibit 2](#), JP5 Issue Data and Trends, for issues to aircraft. [Exhibit 4](#), [5](#), [6](#), and [7](#), Servicing Workload Data and Trends, also provides workload data applicable.

Figure 2: Workload Factor, JP5 Issues

Year	Total Gallons Issued	Average Monthly Issues	Total Requests for Service	Average Monthly Request for Service
FY96⁽¹⁾	2,428,485	269,832	1,267	106
FY97	5,928,224	494,019	2,027	169
FY98	7,318,580	609,882	1,874	156
FY99⁽²⁾	6,629,012	736,557	1,599	178
Total	22,304,301	531,055	6,767	150

(1) Issue data for period 1 January 1997 through 30 September 1997.

(2) Issue data for period 1 October 1998 through 30 June 1999.

Figure 3: Workload Factor, Squadrons/Type of Aircraft

No aircraft are stationed at or assigned to NSA Souda Bay.

- ◊ Requirement: The Contractor shall maintain fuel facilities and equipment and respond to requests for mobile and direct servicing of aircraft causing operational delays.
 - ✓ The Contractor shall inspect, sample, and maintain refueling equipment.
 - ✓ The Contract shall respond for accomplishing servicing request in a safe and timely manner.
 - ✓ The Contractor shall adhere to all operational safety rules, i.e., grounding and bonding, safety distance criteria, fire watch, and other safety guidelines as may be appropriate.
 - ✓ The Contractor shall fully document all issues of product.
 - ✓ Contingency plans shall ensure uninterrupted mission support.
- Minimum Performance Standards:
 - ✓ All equipment inspected, sampled, and serviceable by 0800 daily. Inspection documentation and laboratory reports available.
 - ✓ One hundred percent respond to refueling requests within 20 minutes.
 - ✓ No fuel spills due to Contractor negligence or misconduct.
 - ✓ Daily truck inventories one hundred percent accurate.
 - ✓ Documented issues/defuel/truck fills quantity One hundred percent accurate.
 - ✓ Issue documentation One hundred percent complete and legible.
 - ✓ Fuel servicing safety procedures and precautions observed.

C-2.3 Bulk Fuel Operations

Bulk fuel operations at NSA Souda Bay are defined as the receipt, storage/handling, and issue of fuel products in bulk. It also provides for related functions such as quality surveillance, maintenance, and accounting, all of which are covered in other sections of this contract. The Contractor shall be responsible for performing bulk fuel operations and safeguarding fuel supplies under normal and adverse conditions.

C-2.3.1 Product Storage

The facilities outlined within this section are those that comprise the main storage system generally referred to as bulk storage or the fuel farm. Tankage and components outside this area, the service station for instance, are covered in their respective sections.

JP5 bulk storage consists of three old 50,000-gallon tanks, two new 50,000-gallon tanks, and two new 30,000-gallon tanks, a NATO pipeline interface, and the JP5 fillstands, as defined by [Appendix A](#). The Contractor shall provide the necessary staffing to undertake and document daily and cyclical inspections, to manipulate components to receive and issue product, to continually monitor systems, and to perform preventive and operator maintenance on all bulk storage facilities. In addition, the Contractor shall be capable of performing all other functions relative to an active storage operation, i.e., inventory, quality, housekeeping, security, and environmental protection as outlined here and elsewhere within this contract.

C-2.3.2 Product Receipts

Jet fuel, JP5, is received by 4-inch pipeline into the NATO pumphouse, GU4, from the NATO terminal at Mathiri, GR at approximately 7,000 GPH. Incoming product shall be sampled and tested in accordance with MIL-HDBK-200G and NAVAIR 00-80T-109 prior to receipt to verify product identification and quality. Quantity determination, i.e., before and after gauging of tanks and computation of receipts at 60 degrees Fahrenheit, as outlined in DOD 4140.25M applies.

Figure 4 presents the workload for product receipts based on historical receipt data and frequencies for receipts. [Exhibit 1](#) also provides expanded JP5 historical receipt workload data in terms of gallons received per month and the number of pipeline deliveries of product.

Figure 4: Workload Factor, Receipts

Year	Product	Mode ⁽¹⁾	Number of Receipts	Total Gallons Received	Average Receipt
FY96 ⁽²⁾	JP5	PL	53	2,392,765	45,147
FY97	JP5	PL	140	5,908,825	42,206
FY98	JP5	PL	141	7,078,930	50,205
FY99 ⁽³⁾	JP5	PL	116	6,528,780	56,283
Total			450	21,909,300	48,687

(1) Mode of receipt: PL for pipeline, TT for tank truck, for TW tank wagon, B for barge.

(2) Receipt data for period 1 January 1997 through 30 September 1997.

(3) Receipt data for period 1 October 1998 through 30 June 1999.

- ◇ Requirement: The Contractor shall receive and inventory all aviation fuel without causing operational delays.
 - ✓ The Contractor shall immediately notify the COR of any operational discrepancies. All individual bulk deliveries of petroleum products in excess of 3,500 gallons shall be corrected to standard temperature of 60 degrees Fahrenheit in accordance with table series of the API tables.
 - ✓ The Contractor shall prepare all documents required for product receipt in accordance with Section I, Clause I119.06.
- Minimum Performance Standards:
 - ✓ No fuel spills due to Contractor negligence or misconduct.
 - ✓ No Contractor caused delays during tank truck receipt operations.
 - ✓ All samples taken and tests conducted in accordance with MIL-HDBK-200G and local directives.
 - ✓ All documents, including post receipt inventories, one hundred percent complete and forwarded to fuel accounting by 0900 daily.

C-2.3.3 Product Issues

Product as received above is subsequently transferred to other, newer tank systems for issue to the fillstand and to aircraft by pantograph. One of the four downstream storage tanks shall normally be kept in the ready-to-pump (issue) mode to supply product to the fillstand system on demand. Except for scheduled maintenance and other occurrences of which the fuel dispatch center has been notified the Contractor shall maintain a tank and the fillstand system in the ready-to-issue mode.

Figure 5 provides data for the years noted regarding bulk storage output in term of gallons transferred or issued and provides historical data relevant to specific transfer activities and filter use.

Figure 5: Workload Factor, Bulk Storage Output

Year	Product	To	Number of Transfers	Total Gallons Transferred	Average Transfer
FY96	JP5	Fillstands			
	JP5	Pits			
FY97	JP5	Fillstands			
	JP5	Pits			
FY98	JP5	Fillstands			
	JP5	Pits			
FY99	JP5	Fillstands			
	JP5	Pits			

- ◇ Requirement: The Contractor shall issue (maintain a tank system in the ready-to-issue mode) product without causing operational delays and ensure that all product is on specification.
 - ✓ The Contractor shall immediately notify the COR of any discrepancy or issue that may result in the inability to issue product from the day tank system.
- Minimum Performance Standards:
 - ✓ All products issued shall be on specification.
 - ✓ No fuel spills due to Contractor negligence or misconduct.
 - ✓ No more than 0.5% variance tolerance as defined in Appendix D.
 - ✓ Immediate communication with the fuel dispatch center and COR regarding occurrences that may result in direct fueling system delays.

C-2.4 Service Station Operations

The Contractor shall provide qualified personnel to monitor, perform preventive/operator maintenance, and man as necessary, the base (military) service station. Service station operations, the dispensing of ground products from a fixed facility/system to authorized customers, are conducted at building 66. The service station, a manual system, shall be inspected, tanks inventoried, and the systems readied for customer service for the days reflected in [Figure 1](#).

Regular unleaded gasoline (MUR) is stored and dispensed at the service station. The station consists of four 19,100 liter below ground tanks and pump components as outlined in [Appendix A](#). MUR is received by commercial tank truck in 5,000-gallon loads as needed. The Contractor shall order MUR through the Fuel Management Office/COR as required to maintain inventories at the service station. All deliveries and transfers are usually made during normal operating hours.

A 5,000-gallon tank truck (refueler) is used to transport F76 from the Mathiri terminal to NSA Souda Bay. The same truck is normally parked within the fuel management compound adjacent to building 66 and used to store F76 and dispense product to authorized customer vehicles/equipment on demand.

Workload factors for the service station operations are summarized below.

Figure 6: Workload Factor, Service Station Operation

Year	Grade	Total Gallons Issued for the Year	Average Monthly Gallons Issued	Total Number of Receipts for the Year	Average Number of Monthly Receipts
FY96	MUR				
FY97	"				
FY98	"				
FY99 ⁽¹⁾	"				
Total	"				
FY96	F76				
FY97	"				
FY98	"				
FY99 ⁽¹⁾	"				
Total	"				

(1) Data provided through June 1999.

The service station tanks shall be inventoried, facilities and equipment inspected and PM performed, products received, and quality surveillance performed by the Contractor. In essence, those tasks associated with the operation of a bulk storage facility shall be undertaken by the Contractor at the service station. In case of a power/mechanical failure under which the service station can not be operated manually, the Contractor shall position the MUR truck at/near the service station and man it to assist customers and document issues for the hours of 0900 and 1100 Monday through Sunday and holidays.

- ◇ Requirement: The Contractor shall maintain and man as necessary the military service station so as to ensure customer support with specification products for the hours specified in Figure 1.
 - ✓ The Contractor shall notify the COR immediately of any discrepancy or issue that may result in the inability to meet customer demands for products at the service station.
- Minimum Performance Standards:
 - ✓ One hundred percent receipt quality/quantity accuracy.
 - ✓ One hundred percent inventory accuracy.
 - ✓ Documentation complete, legible, and forwarded by 0900 Monday through Friday.
 - ✓ Facility PM accomplished and cleanliness maintained.
 - ✓ Contractor capable of manual operations for the hours specified.

C-2.5 Ground Fuel Delivery

Ground fuel delivery operations are defined as the into tank delivery by a contractor operator of ground fuels, i.e., gasoline and distillates to authorized customers by truck. The Contractor shall be responsible for performing all ground fuel delivery operations, and safeguarding fuel supplies under its control during normal and adverse conditions. [Figure 7](#) provides a historic picture of ground fuel deliveries for the dates/years indicated.

The Government will furnish ground fuel servicing equipment. The Contractor shall provide the qualified/licensed personnel to inspect and perform operator maintain on such equipment to undertake ground fuel delivery operations during the hours specified in [Figure 1](#). Ground fuels, unleaded regular gasoline (MUR), Navy Distillate (F76), shall be delivered as scheduled to the using activities as outlined in [Figure 8](#). Unscheduled requests for ground fuel received by the fuel dispatch center shall be accomplished within the time limits mutually agreed upon by the requesting activity/dispatcher.

Ground fuel deliveries to off station locations shall be accomplished using trucks that are configured and licensed/permited for use on public roads. All local inspections, permits, licensing and insurance requirements for the truck(s) used on public roads, shall be a responsibility of the Government. Operators shall be licensed as set forth in [Section C-1.11](#).

A list of delivery points by specific location, building/facility number, tank characteristics, tank size, average delivery quantity, a delivery schedule, if known or established, is provided by [Figure 8](#). Maps identifying all established and scheduled delivery points, by grade of product, will be provided by NSA Souda Bay and will become a part of the contract, see [Appendix F](#). On contract start up, the Contractor shall survey all delivery locations and confirm delivery schedules to ensure uninterrupted customer support. The Contractor shall make ground fuel deliveries to the points identified, and respond to other requests for services received by the dispatch center during the hours listed in [Figure 1](#). The Contractor shall update the delivery points outlined in [Figure 8](#) and inform the Government as changes occur.

The Contractor shall document each ground fuel issue using forms provided by the Government. Until the Fuels Automated System (FAS) is used to document/track ground fuel delivery activities, the Contractor shall maintain a daily truck log of all ground fuel issues, defuels, and truck fills. The log shall, at a minimum, reflect the date/time of service or truck fill, identify the facility or equipment serviced, the grade of product issued/defueled/filled, the quantity issued/defueled/filled, and the servicing vehicle number.

Figure 7: Workload Factor, Ground Fuel Delivery

Year	Grade	Total Gallons Issued for the Year	Average Monthly Gallons Issued	Total Number of Deliveries for the Year	Average Number of Monthly Deliveries
FY96	MUR				
FY97	"				
FY98	"				
FY99 ⁽¹⁾	"				
Total	"				
FY96	F76				
FY97	"				
FY98	"				
FY99 ⁽¹⁾	"				
Total	"				

(1) Workload through the end of June 1999 depicted.

Figure 8: Ground Fuel Issue Points and Delivery Schedules

Location ⁽¹⁾ (Point/area at which product is issued)	Grade	Tank ⁽²⁾ Capacity	Average ⁽³⁾ Issued	Schedule ⁽⁴⁾ (Time, day(s) of the week/month)
AIMD , Hangar 51, Bldg. 1032	MUR	Various	20	M-F, Starting at 0830
AIMD , Hangar 51, Bldg. 1032	JP5	Various	35	M-F, Starting at 0830
Golf Course Maintenance, Bldg. 844	JP5	250	180	Serviced on request.
Golf Course Maintenance, Bldg. 43	MUR	250	150	Serviced on request.
Water Pump Station, Bldg. W-1	JP5	500	400	Every Friday at 1300.
TACAN Site, Bldg. 775	JP5	500	110	Call PW, arrange for 1400 fill every Friday.

(1) Maps provided under Appendix F plot exact location of delivery points.

(2) Capacity of the equipment/facility tank requiring product. If issues are to GSE or several vehicles with small tanks, use the term “various.”

(3) The average quantity issued each time the tank is topped off.

(4) Schedules are best estimates as to the specific time product came be delivered.

- ◇ Requirement: The Contractor shall man and maintain the ground fuel delivery equipment to ensure customer support with specification products for the hours specified.
 - ✓ The Contractor shall notify the COR immediately of any discrepancy or circumstance that may result in the inability to deliver ground fuel products.
- Minimum Performance Standards:
 - ✓ All equipment inspected, and serviceable by 0800 daily. Inspection documentation available.
 - ✓ Daily truck inventories one hundred percent accurate.
 - ✓ Documented issues, defuels, and truck fills one hundred percent complete, accurate, and legible.
 - ✓ Ground fuel truck logs maintained and accurate.
 - ✓ Fuel servicing safety procedures and precautions observed.

C-2.6 Used Oil Collection and Handling Operations

Figure 9: Workload Factor, Used Oil Collection

Figure 10: Used Oil Collection Points and Pick-Up Schedule

Used oil collection and handling operations are not applicable under this contract.

C-2.7 Cryogenics Storage and Distribution Operations

Figure 11: Workload Factor, Cryogenic Operations

Cryogenic operations are not applicable under this contract.

C-2.8 Inventory

Inventory is defined as the physical measurement of products in terms of volume and temperature, the documentation of those measurements, and the conversion of observed measurements to standards recognized by the petroleum industry. The Contractor shall be responsible for the inventory of petroleum products held by or within facilities, equipment, tanks, and vehicles the responsibility of or under Contractor control. The Contractor shall provide accurate inventories of all products as outlined by DOD 4140.25, Bulk Petroleum Management Policy, NAVSUP Volume II, Supply Ashore, and other Navy regulations and local instructions.

Inventory documentation consisting of gauge, receipt and issue documents, and other forms, logs, and reports as may be used to compile, compute, and validate accurate product inventories shall be forwarded by the fuel accounting office by 0900 Monday through Friday. Weekend/holiday inventories and documentation shall be forwarded to the fuel accounting office on the first duty day following the weekend or holiday.

Fuel Automated System (FAS) modules, files, and records applicable to product inventories shall be updated daily.

◇ Requirement: The Contractor shall fully account for all products under its control.

- ✓ The Contractor shall establish inventory procedures agreeable to the Government.
- ✓ The Contractor shall fully document all inventories.
- ✓ Daily inventory forms shall be validated/signed by the Contract manager or his/her representative.

➤ Minimum Performance Standards:

- ✓ Documentation to the Fuel Division by 0900
- ✓ One hundred percent accuracy of inventory documentation.
- ✓ All documentation neat and legible.

C-2.9 Product Quality Surveillance

The Contractor shall prepare and maintain a Product Quality Surveillance Plan (PQSP) outlining policies and procedures to ensure products under the Contractor's care remain on specification. The PQSP shall include, but is not necessarily be limited to, product receipts, storage, and issue sampling, testing of samples, the disposition of samples taken, and documentation of the quality surveillance function. On acceptance, the PQS shall be incorporated into the contract. The COR will review the PQSP as necessary during the term of the contract and communicate the need for changes to the Contractor via NAVPETOFF and the DESC Contracting Officer.

No petroleum product shall be received or issued until product quality determinations and confirmation of conformance with specifications. Products shall be issued on a first-in, first-out basis unless otherwise specified or directed by the COR. Anytime product is received into a tank, regardless of source or reason, it shall be suspended from issue pending quality conformance sampling and notification of test results.

C-2.9.1 Sampling

The Contractor shall take all samples, i.e., receipt and transfer, weekly Type "C" for trucks and fillstands, and daily visual samples, and shall deliver those requiring analysis to the NSA Souda Bay fuel laboratory for testing. Sampling, shall be taken in accordance with the API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, Manual Sampling of Petroleum and Petroleum Products, as supplemented by local instructions. Local instructions will dictate the location of samples to be taken, the frequency, quantity, minimum tests required and sample retention procedures applicable to NSA Souda Bay.

C-2.9.2 Testing

The Contractor shall conduct all testing of all products within the limits and capabilities of the station fuel laboratory. Unless otherwise specified, fuel shall be tested, as required by MIL-HDBK-200G and NAVAIR 80T-109. Calibration of laboratory test equipment and the replacement of standards shall be conducted by the Contractor and shall be included in the PM plan. Personnel performing quality testing shall be trained and qualified as outlined in [Section C-1.11](#).

Figure 12: Workload Factors, Quality Assurance

Quality Surveillance Sampling and Testing						
Samples ⁽¹⁾		Tests ⁽²⁾				
		Type "C" ⁽³⁾	Correlation			
JP5						
MUR						
F76						

(1) Total samples, by grade, for the past fiscal year to date.

(2) Use untitled columns the identify additional tests, i.e., conductivity or Flash Point.

(3) See MIL-HDBK-200G for the group of tests applicable to the "C" level of testing for each grade of product.

C-2.9.3 Record Keeping and Reports

The Contractor shall establish and maintain a filing system relevant to quality surveillance records and keep all such records in a neat, orderly manner. Historical product quality records shall be kept on file for the duration of the contract and be made available to the COR on request. All quality surveillance records and logs are the property of the Government.

The Contractor shall maintain a sample log (manual or automated) reflecting the types samples taken, the results of testing, and the disposition of samples requiring more extensive testing, i.e., to whom or where was a sample was sent, sample size, and the tests required. A copy of all test results shall be maintained on file. Each bulk tank shall have a current test report on file within the above referenced filing system.

- Workload Projection

- ✓ One hundred percent receipt sampling, weekly Type "C" sampling of trucks and filter systems, and monthly correlation, and the timely transport of samples to the fuel laboratory. Approximately _____ Type "C" and _____ correlation samples will be required annually.
- ✓ One hundred percent record entry for all required samples.

- ◇ Requirement:

- ✓ Quality of all petroleum products received, stored and issued meet specification requirements.
- ✓ Quality of all petroleum products is verified as suitable for their intended use.
- ✓ Records and petroleum samples are maintained to resolve quality concerns.
- ✓ The COR shall be notified immediately of any suspected fuel quality issues prior to further movement.
- ✓ A receipt sample shall be properly marked as to product, source, and date and stored as a retention sample.

- Minimum Performance Standards:

- ✓ One hundred percent sampling prior to, during, and after all fuel receipts, transfers, and issues.
- ✓ One hundred percent visual testing.
- ✓ Sampling and testing does not cause delays resulting in demurrage charges.

C-2.10 Property Management and Maintenance, General

As outlined in Section I, Clause I114, Government Property, the Contractor shall establish and maintain a plan for the use, maintenance, repair, protection and preservation of the Government property provided, see Appendix A and B. As such, the Contractor shall be responsible for the normal and continuous operation of all furnished systems and the preventive and operator maintenance of those fuel facilities and equipment. The Contractor shall provide all manpower, materials, tools, instruments, devices and equipment not otherwise specified as Government-furnished but directly or indirectly called for within this contract or references cited to accomplish preventive and operator maintenance. The purchase of repair services and supplies beyond preventive/operator maintenance will be reimbursed under [Section C-4.0](#), Logistics Support.

Preventive Maintenance. Preventive maintenance is a program of recurrent periodic or cyclic scheduled inspections and servicings designed to preserve and maintain equipment, apparatus, or facilities in such condition that they may be effectively used for their intended purpose. Preventive maintenance is normally limited to those actions taken by qualified system operators using common hand tools and specialized tools or instruments prescribed by a specific PM procedure. The codes assigned to each of the sub-sections being with [Section C-2.11.1](#) represent the preventive maintenance schedule for the item(s) listed.

Operator Maintenance. Operator maintenance is that work accomplished during routine inspections and system use/operation. Operator maintenance includes, but is not necessarily limited to, work such as the replacement of ground wires, plugs, and clips, the replacement of seals, O-rings, gaskets not requiring component tear-down, the lubrication of components, the tightening of nuts, bolts, and screws to prevent leakage and stabilize equipment, or corrosion control and spot painting. Operator maintenance is normally limited to those actions taken by qualified system operators using common hand tools.

Other Maintenance and Repair. Except as specifically outline herein, maintenance and repair beyond that defined as preventive and operator maintenance, i.e., the unplanned repair or replacement of material or components that show abnormal wear or fail, must be approved by the COR. Reimbursable will be provided as outlined by [Section C-4.2](#).

C-2.11 Preventive Maintenance-Facilities and Equipment

A list of government facilities and equipment is found in [Appendix A](#) and [B](#). The Contractor shall ensure that all government property is preserved and maintained in safe and working condition. It is essential that the Contractor devote adequate time and effort to the maintenance of Government property. The CMP called for under [Section C-1.4](#) shall provide for the inspection, servicing, calibration of equipment, and care of facilities at specified intervals. [Appendix A](#), Government Furnished Facilities, is a listing of equipment and facilities requiring preventive maintenance and shall serve as the basis for the CMP. The CMP shall provide a systematic approach to planning, scheduling, documenting/reporting and managing (labor, materials, time, and costs) to perform those actions that contribute to the uninterrupted function of fuel systems. The CMP shall include periodic inspection; testing, and minor repair of equipment and facilities in accordance with manufacturer's recommendations or commercially accepted practices.

Contractor Maintenance Plan (CMP). As noted in [Section C-1.4](#), the Contractor shall submit the CMP (manual or automated format) to the COR of the contracting activity not later than 60 days after contract award. After review by the COR, the Contractor will revise/correct deficiencies so as to have the plan ready for contract start up. On acceptance, the CMP shall be incorporated into the contract. The COR will review the plan as necessary during the term of the contract and communicate the need for changes to the Contractor through the Contracting Officer.

The following items of inspection are applicable to NSA Souda Bay and NALF Bravo. The codes following each item, i.e., Gauge (Pressure, Differential, and Vacuum) (A), represent the scheduled preventive maintenance cycle. The code does not imply it is the only time an item will be observed or inspected. In all cases, discrepancies within the preventive/operator maintenance program shall be documented and corrected. Those deemed beyond the expertise of the Contractor or outside the scope of the contract shall be recorded on the applicable inspection report and forwarded to the COR for action.

C-2.11.1 Buildings and Structures (C)

The Contractor shall ensure that all buildings, structures and facilities used by or under Contractor control are kept clean and sanitary. The Contractor shall sweep, mop, and wax floors and wash windows and walls so as to present a clean, orderly appearance. Maintenance and storage buildings shall be kept in clean and orderly manner. Areas immediately around buildings for which the Contractor is responsible shall be kept free of debris. The Contractor shall not allow fire hazards, such as oily rags, loose paper, and trash to accumulate in or around buildings, structures, facilities, and areas used, occupied, or controlled by the Contractor. The Contractor shall not alter buildings without written approval from the Government.

The Contractor shall facilitate NSA Souda Bay in accomplishing its Pest Management responsibilities. Requests for pest and rodent control shall be forwarded to the appropriate work center or agency via the COR.

The Contractor shall reset circuit breakers and switches, furnish and replace burned out standard and fluorescent lights, and plunge sinks and toilets. Other building/structure maintenance requirements, i.e., electric, carpentry, and other skilled trade work shall be forwarded to the appropriate work center or agency via the COR. The Contractor shall not alter any structure or allow it to be altered without explicit written instructions by the COR.

C-2.11.2 Trash Removal (W)

The Contractor shall pickup and disposal of trash and debris within and around the immediate areas of bulk storage, the truck parking area, the service station and place all trash into government-furnished containers. The Government will dispose of the trash placed within those containers.

C-2.11.3 Grounds (C)

Grounds Maintenance, grass cutting and vegetation control, shall be provided by the Contractor. Grass, weeds, and brush, except ornamental trees and shrubs, within the areas defined below shall be maintained so as not to exceed "4" inches in height. The use of herbicides anywhere is prohibited except as provided by explicit written approval by the appropriate Government authority.

All vegetation within, on, under, and 6 feet outside the fence line of the bulk storage and refueler parking area. Security clear zones shall be maintained.

C-2.11.4 Roads and Paved Surfaces (Q)

All roads, paved surfaces, sidewalks, and curbing shall be monitored continuously. Damage, defects, and the need for repairs shall be documented and reported to the appropriate work center via the COR.

C-2.11.5 Fences and Gates (S)

The Contractor shall inspect all fences, to include signs and markings, and gates, to include automatic gate openers, of fuel compounds for general condition. Noted discrepancies shall be recorded and a work request forwarded to the appropriate work center via the COR.

C-2.11.6 Lighting (Q)

Exterior lighting, security lighting, and exterior building lights will be inspected on a continuous basis. Discrepancies shall be recorded and a work request forwarded to the appropriate work center via the COR.

C-2.11.7 Other Facilities, Equipment, and Utilities (M)

The Contractor shall visually monitor other equipment, facilities, and utilities, i.e., storm drains, exterior water systems, power poles, lines, and transformers, and exterior telephones within Fuel Management areas continuously. Noted deficiencies shall be documented and reported to the appropriate work center via the COR.

C-2.11.8 Storage Tanks (W)

The Contractor shall visually inspect the exterior of all storage tanks and tank components on a continuous basis. All inspections shall be documented and corrective action within the scope of PM/operator maintenance accomplished as deficiencies are discovered. Maintenance requirements such as exterior painting of tank(s) or tank inspections and cleaning shall be recorded on the appropriate inspection document, and a work request forwarded to the appropriate work center or agency via the COR.

The Government will be responsible for the internal tank inspections and cleaning. Upon notification of a cleaning project start date, the Contractor shall, to the extent possible using installed system-pumping equipment, ready all selected tanks for cleaning and inspection by emptying them of product. On completion of tank cleaning and return to service, the Contractor shall be responsible for inspecting the exterior of the tank and components and updating the PM system/records.

C-2.11.9 Berms/Containment Systems (C)

The Contractor shall ensure that all berms are kept clean, free of debris and vegetation, and other materials that may hamper proper drainage. Drain valves shall be tested, conditions permitting, monthly. The Contractor shall remove any contents of the moats in accordance with the Spill Prevention Control and Countermeasures (SPCC) plan and the National Pollution Discharge Elimination System (NPDES) permit. Direct discharges from any berm/containment system must comply with these plans/permits. The Contractor shall maintain a log as to the dates berms are drained, observed conditions of the water drained, and who performed the drain operation.

C-2.11.10 High/Low Level Alarms and Control Valves (Q)

The Contractor shall test alarm system, i.e., horns, lights, control board status lights and signals, and shutoff valves, as applicable, quarterly.

C-2.11.11 Automatic Tank Gauge (ATG) System (Q)

The Contractor shall monitor ATG systems on a continuous basis. ATG readings shall be validated by manual tank gauges that are accomplished quarterly.

C-2.11.12 Pumps, Reduction Gears, and Pump Motors (Q)

The Contractor shall maintain all the fuel system pumps in a serviceable condition by performing inspections and PM. The Contractor shall adjust packing and stuffing glands, inspect mechanical seals, provide lubrication, replace gaskets and seals not requiring component tear-down, and tighten loose nuts, bolts, and screws to prevent leaks and to stabilize equipment. Pump motors shall be inspected for proper operation and the presence of excessive noise and vibration.

C-2.11.13 Valves and Valve Motor Operators (Q)

The Contractor shall inspect and perform preventive/operator maintenance on all types of valves (gate, ball, globe, plug, check, double block and bleed, etc.). The Contractor shall inspect, clean, lubricate as needed, and operate/actuate each system valve to ensure proper function. Motor operators shall be inspected, cleaned/lubricated as needed and actuated to ensure proper operation.

Miscellaneous small valves, i.e., all types of control/isolation valves of 1½ inches or less, shall be monitored continuously, and replaced as needed.

C-2.11.14 Filter Separators and Monitors (A)

The Contractor shall inspect/monitor filter separator and fuel monitor systems and components thereof on a continuously. Systems shall be inspected, water drained, differential pressure readings taken and recorded, and components calibrated/tested as outlined by applicable manufacture's recommendations, industry standards, and military specifications.

In addition to the normal PM process, the Contractor shall be responsible for changing filter separator and fuel monitor elements, and maintaining the filter/monitor vessels, i.e., replace worn components such as gaskets, spacers, washers, and other minor parts. The Contractor shall prepare used elements for disposal in accordance with local environmental regulations.

C-2.11.15 Relaxation Chambers (Q)

The Contractor shall inspect relaxation chambers for stress fractures, leaks, and operation of the air release system. Pressure/thermal relief valves installed shall be tested as outlined in [Section C-2.11.18](#).

C-2.11.16 Strainers (All Types) (Q)

The Contractor shall inspect and clean system strainers monthly, replacing them as necessary.

C-2.11.17 Meters (S)

The Contractor shall inspect meters on a continuing basis. Meters used for custody transfers shall be calibrated semiannually, when a meter is suspected to be out of calibration, whenever a meter is serviced, or when a meter has been damaged.

The Contractor shall calibrate meters or arrange to have calibrations performed by an agent that is trained to perform such work. Calibrations shall be performed as part of the Navy Calibration and Metrology program and traceable to National Institute of Standards and Technology (NIST) standards. The Contractor shall maintain a log of all calibrations performed. This log should be available for inspection by the COR on request.

C-2.11.18 Gauges (Pressure, Differential, and Vacuum) (A)

The Contractor shall inspect gauges continuously and as part of the scheduled PM program. The Contractor shall remove, calibrate or arrange to have calibrations performed by an agent certified for such work, and replace all such gauges in accordance with NAVFAC MO-230 (see the NIST standard noted above).

C-2.11.19 Pressure/Thermal Relief Valves (A)

The Contractor shall inspect, remove, bench test, and replace pressure/thermal relief valves in accordance with NAVFAC MO-230.

C-2.11.20 Piping/Pipelines (A)

The Contractor shall inspect piping and pipeline systems, to include all types of expansion joints. The pipeline shall be monitored by line patrol whenever it is in active use. Operations shall be suspended immediately and the COR notified if a leak is detected or suspected. All pipelines shall be identified in accordance with the most current MIL-STD-161, and inspected and maintained in accordance with NAVFAC MO-230. The Contractor shall be responsible for spot painting/remarking of lines, and keeping pipelines free of water and solids through PM/operator maintenance programs. Pipeline right-of-ways shall be maintained by the Contractor.

The Government will be responsible for pipeline replacement, major repairs, and annual hydrostatic testing. After any testing/repair, the Contractor shall inspect, pressurize, and re-inspect the affected lines to ensure the integrity of the line and repairs performed before returning the pipeline to service.

C-2.11.21 Loading Arms, Pantographs, and Nozzles (Q)

Inspect and maintain all loading arms, pantographs, and nozzles in accordance NAVFAC MO-230.

C-2.11.22 Couplers, Connectors, and Swivels (Q)

The Contractor shall inspect and monitor all such fixtures, to include quick disconnect and emergency dry breakaway couplers. Leaks, wet spots, erratic mechanical operation, and the need for excessive force to operate such equipment shall be documented and reported to the appropriate work center for repairs.

C-2.11.23 Hoses (All Types) (A)

Fuel hoses normally detached after an operation shall be drained, capped, and properly stored and protected from the elements after each use. Attached hoses such as fillstand hose, shall be properly stored, and protected to the maximum extent possible.

The Contractor shall test and mark hoses as outlined in NAVFAC MO 230.

The Contractor shall install or replace hoses as necessary. All hoses will normally be provided by the Government; however, or the Contractor may be directed to purchase replacement hoses under Section C-4.0, LOGISTICS SUPPORT.

C-2.11.24 Pits (M)

The Contractor shall keep all pipeline and component pits clean and free of water, debris, and fuel. The Contractor shall remove any water and/or fuel that may accumulate in pits and shall periodically air pits to reduce/prevent corrosion. Should any pit appear to contain excessive fuel or fuel vapors, the Contractor shall inspect all pipeline connections (flanges), valves, and controls, to locate and correct the problem or forward a work request to the appropriate work center or agency via the COR. Appropriate confined space safety measures shall be observed.

C-2.11.25 Manifolds (M)

The Contractor shall inspect manifolds for leaks and general condition of equipment as part of its daily inspection process. The Contractor shall perform preventive and operator maintenance to including, but not necessarily limited to, the calibration of gauges, the actuation of valves, the tightening of nuts, bolts, and screws, and spot painting. The Contractor shall keep manifolds areas clean, free of debris, and vegetation controlled as outlined in [Section C-2.11.3](#).

C-2.11.26 Pier Facilities (Piping, Risers, and Valves) (Q)

Pier facilities are not applicable under this contract.

C-2.11.27 Pier Loading Arms (S)

Pier loading arms are not applicable under this contract.

C-2.11.28 Truck Fillstands (Q)

Fillstand(s) shall be inspected on a continuous basis for leaks, faulty components, loose connections, and filters/monitor differential pressure readings. The Contractor shall perform all preventive maintenance that may include replacing ground wires, clamps and plugs, replacing seals, gaskets, and O-rings not requiring component tear-down, replacing burned out lights, and the cleaning of strainers. The Contractor shall also accomplish corrosion control and spot painting of fillstand facilities. See other sections regarding the inspection, preventive/operator maintenance, and calibration of specific components of the fillstand.

The Contractor shall ensure the area is clean and that the fillstand containment area is free of product residue.

C-2.11.29 Oil/Water Separator System (M)

The Contractor shall visually inspect and measure the contents of oil/water separators. Discrepancies shall be documented and reported to the appropriate work center via the COR. Oil/water Separator systems will be maintained by Public Works.

C-2.11.30 Cathodic Protection System (M, Q & S)

Cathodic Protection systems will maintained by Public Works.

C-2.11.31 Electrical Bonds, Grounds, and Insulators (M)

Electrical bonds shall be checked for continuity of current flow, static grounds for resistance, and insulators for non-flow of current. Inspection and checks shall be made as outlined by NAVFAC MO-230 and records of readings maintained.

Bulk Storage Tanks: Tank grounding shall be inspected quarterly. Visually inspect the ground connections around the periphery of the base, tighten loose connections, clean corroded connections.

C-2.11.32 Shower and Eyewash Stations (W)

The Contractor shall inspect and test shower and eyewash stations for proper function.

C-2.11.33 Corrosion Control and Painting (C)

The Contractor shall perform corrosion control and minor painting (of those systems requiring painting) as part of housekeeping. Minor or spot painting shall consist of repainting components to protect surfaces from corrosion and to preserve appearances. The application of color code bands as outlined in Military Standard, Identification Methods for Bulk Petroleum Products Systems, MIL-STD-161 shall also be accomplished by the Contractor.

When more than 25% of the surface requires painting, this will not be considered spot painting.

The Contractor will not be required to paint large vertical surfaces such as buildings and tanks.

Paint and primer used shall be oil base type suitable for use on metal, exterior surfaces and shall be matching or compatible with existing surface paint.

- Workload Projection: The Contractor shall maintain all structures, Contractor or Government furnished, maintain the cleanliness of those structures, and maintain the cleanliness of areas around such structures. The Contractor shall observe, monitor, and inspect all grounds, structures, facilities, components, and equipment, document observations, and report the status of all under contractor control so as to ensure the continued operation of all fuel facilities.
- Requirement: All property under Contractor control shall be maintained in safe and working condition so as not to hinder or delay operations.
 - ✓ The COR shall be informed immediately of abnormal wear and tear, malfunction, or breakdown of government facilities or equipment.
- Minimum Performance Standards:
 - ✓ Grounds, facilities, and structures maintained to present a clean, orderly, and safe work environment.
 - ✓ Preventive maintenance program (manual or automated) maintained and current.
 - ✓ Preventive/operator maintenance performed as scheduled.
 - ✓ Preventive/operator inspection and maintenance documented.
 - ✓ Maintenance beyond the scope of the contract reported to the COR.

C-2.12 Personnel Training and Record Keeping

The Contractor shall establish and maintain, for the duration of the contract, a training program that is acceptable to the Government. The training program shall ensure that contract personnel receive training as defined below. A copy of the training plan shall be provided to the COR as outlined in [Section C-1.4](#). On acceptance, the training plan shall become a part of the contract.

Figure 13: Required Contractor Training

Training
Base Driver Training to include Flightline Operations
Fire Prevention and Control
Confined Space Entry
Environmental Protection
Facility Response Plan (FRP)
Hazardous Communication
Hazardous Waste Operations and Emergency Response
Lock-Out-Tag-Out Procedures
Safe Transportation of Hazardous Materials
Fuel System Safety
Fuels Automated System (FAS)
Other training as may be required by state and local agencies. Defined by the contracted activity.

- ◇ Requirement: All personnel shall be able to recognize and handle potential hazards to avoid dangerous exposure and to develop safe working habits, practices and, skills.
- Minimum Performance Standards.
 - ✓ Training records of all employees readily available to the COR.
 - ✓ Training document, literature, aids, and information readily available.
 - ✓ One hundred percent compliance with and documentation of government accepted training.

C-2.13 Contractor Safety Plan

The Contractor shall establish and maintain, for the duration of the contract, a detailed safety plan in accordance with applicable laws and regulations. The following figure lists the safety plans that the Contractor shall provide to the COR on the first day of the contract turn over period noted in Section C-1.5. All such plans shall become a part of the contract.

Figure 14: Required Contractor Safety Plans

Safety
Confined Space Entry Plan
Disaster Preparedness Plan
Fire Prevention and Protection Plan
Hazardous Waste Operations and Emergency Response Plan
Safety and Health Standards Plan

◇ Requirement: All operating personnel shall be able to recognize and handle potential hazards to avoid dangerous exposure and to develop safe working habits, practices, and skills.

- ✓ All safety plans shall be readily available to all personnel.
- ✓ The Contractor shall establish a smoking policy that prohibits smoking in other than in designated areas. The Contractor shall provide signs to be posted at the entrance to work areas that reads, "NO SMOKING EXCEPT IN DESIGNATED SMOKING AREA." The Contractor shall also designate a smoking area and provide a sign for that area which reads: "DESIGNATED SMOKING AREA."

➤ Minimum Performance Standards:

- ✓ One hundred percent documentation and compliance with government approved Safety Plans.
- ✓ One hundred percent documentation verifying all operations are conducted in accordance with government approved staffing charts.

C-2.14 Environmental Protection

In addition to the provisions of Section I, Clause I180, the Contractor performance shall be in accordance with the Government provided environmental plans listed in below. Environmental permits and licenses required to operate the fuel facilities of NSA Souda Bay will be obtained by the Government. Environmental training as listed in [Section C-2-12](#) or as identified in Figure 15 shall be the responsibility of the Contractor.

Figure 15: Environmental Documents

Environmental	
EPA Hazardous Waste Management System Plan	40 CFR 260-268
Facility/Emergency Response Plan (OPA 90)	33 CFR 154 40 CFR 112 49 CFR 194
National Pollutant Discharge Elimination System Permit Plan	40 CFR 122
Oil Pollution Prevention Operations Manual	33 CFR 154
Spill Prevention Control and Countermeasures (SPCC) Plan	40 CFR 112
List state, county, and local requirements or state "No specific state, county or local requirements."	

- ◇ Requirement: Ensure that all necessary actions are taken to prevent, control, and abate environmental pollution related to fuel facilities, activities, and programs.
 - ✓ If the Contractor receives a Notice of Violation, the Contractor shall immediately notify the COR.
- Minimum Performance Standards:
 - ✓ One hundred percent compliance with environmental laws and regulations and government provided environmental documents.

C-2.15 Security

The Contractor shall be responsible for the security of those facilities, structures, vehicles, equipment, and other materials provided under this contract. The Contractor shall take the security measures outline in the figure below.

Figure 16: Security Requirements

Security
Control access to Government facilities under Contractor control.
Maintain visitors logs.
Secure all gates, buildings, facilities, and systems when not in use.

- ◇ Requirement: Ensure that all fuel facilities and equipment are fully secured when not in use and controlled during normal duty hours.
 - ✓ Security requirements documented and files maintained.
- Minimum Performance Standards:
 - ✓ All visitors to all Contractor operated facilities identified and logged.
 - ✓ Random security inspections find all facilities secure.

C-2.16 Property Inventory and Accountability

At contract turnover, [Section C-1.5](#), representatives of the Contractor and Government will conduct a joint inventory of all Government furnished facilities, systems, equipment, supplies, and other property to be furnished by the Government. They will jointly validate the list of facilities, fuel systems, and components listed in [Appendix A](#) and update the appendix as needed. They will also complete [Appendix B](#) to provide a complete inventory of all other Government furnished minor property. Both representatives will certify the completed appendices that will become a part of the contract.

As outlined in Section I, Clause I114, the Contractor shall account for all properties, maintain records, and submit a report of Government Furnished Equipment/Property under Contractor custody annually, as of the anniversary of the contract. The report shall be forwarded to the COR not later than 30 days from the anniversary date each year of the contract. The Contractor's report shall provide a complete inventory of Government-furnished property under its custody. The Contractor shall identify all property deleted and received since the preparation of the last inventory and provide copies of source documents, i. e., Contractor/vendors invoices, for each item of Government-furnished property. As applicable, Appendix A and B shall be updated by the Contractor.

C-2.17 Use of Government Facilities

The Contractor shall not permit or authorize personnel to store, repair, or care for personal property such as boats, motor vehicles, recreational vehicles, trailers, motorcycles, etc., on NSA Souda Bay property under Contractor control. Likewise, the Contractor shall not use station property, facilities, or buildings for the storage or repair of Contractor-owned vehicles and equipment not specified and required under this contract.

The parking of personal vehicles used for transportation to and from work will be permitted in designated vehicle parking areas during normal working hours.

C-2.18 STARCART Inspect, PM, storage

The Contractor shall be responsible for scheduled inspections, quarterly testing, and preventive maintenance of the STARCARTS assigned to and stored at NSA Souda Bay. Equipment shall be maintained in a ready to use/deploy condition.

C-3.0 CONTRACTOR-FURNISHED EQUIPMENT

C-3.1 General

Except as indicated in the following sections, the Government will provide facilities, vehicles, and equipment required and necessary to the fuel support mission at NSA Souda Bay, GR.

C-3.2 Vehicles

All fuel servicing equipment required and necessary to the fuel management mission of NSA Souda Bay will be provided by the Government.

C-3.3 Records, Inspections and Disposition of Property

The Contractor shall maintain records, submit to inspections, and dispose of property as follows:

C-3.3.1 Records

The Contractor shall maintain history files and maintenance records on all fuel servicing equipment provided. Such files shall contain a complete description, i.e., make, model, manufacture, serial number, of the truck, tractor, cargo tank and equipment provided, a copy of cargo tank certifications and applicable inspection documents that may be required by local vehicle code, and a complete maintenance history relevant to the Contractor's possession of the vehicle/equipment in question. All such records shall be available to the Government for the duration of the contract.

C-3.3.2 Inspections

As outlined in Section E, Clause E29, four (4) work days prior to the contract start date or a date mutually agreed upon by all parties, the Contractor shall have all equipment, supplies and goods specified herein available on-site for inspection by the Government. The expense of making such property available for inspection shall be borne by the Contractor. A vehicle identification worksheet furnished by NAVPETOFF shall be completed for each vehicle provided. Copies of the worksheets shall be provided to the contracting activity and the post-award inspection team leader on the first day of the equipment inspection.

C-3.3.3 Disposition of Property

Contractor furnished property identified herein shall be used solely in the performance of the work defined in [Section C-2.0](#). Property removed prior to the completion of the contract, removed because it is not capable of performing its designated function, or becomes of safety/fire hazards, shall be removed and replaced at the Contractor's expense. In any case, the lack of serviceable equipment, or tools shall not excuse the Contractor from performing the tasks defined in [Section C-2.0](#). The Contractor shall not store equipment in excess of the contract requirements on Government property. On termination of the contract, all equipment shall be removed from Government property within 30 days. Thereafter, the Contractor shall be charged the prevailing commercial storage rate for the equipment kept on Government property.

C-3.4 Other Equipment and Supplies

The following classes of supplies, materials, and services shall also be provided by the Contractor:

Telephone Services: The Contractor shall provide all commercial telephone services (voice, facsimile, or data,) and equipment required and necessary to conduct company business. See [Appendix B](#) regarding Government-furnished telephones services.

First-Aid Supplies and Equipment: The Contractor shall provide a two-person first aid kit for each manned work center, i.e., refueling, storage, direct fuel servicing, etc. Collocated work centers, storage and the laboratory for instance, will be required to have only a single first aid kit.

Administrative Supplies and Equipment: The Contractor shall provide all administrative supplies and equipment necessary and required to undertake the administrative and records keeping functions relevant to the contract. The Contractor shall not use Government office equipment, i.e., computers and copy machines, not specifically provided for under the terms of the contract.

Janitorial and Housekeeping, Supplies, Equipment, and Services: The Contractor shall provide all janitorial and housekeeping equipment and supplies, to include restroom supplies, necessary and required to maintain the cleanliness of building and facilities used and occupied by contract personnel. Janitorial services may be sub-contracted.

Tools: The Contractor shall provide all hand/power tools, test/measurement/calibration devices, and powered/non-powered equipment required and necessary to inspect, test, calibrate, maintain, and repair Government facilities and equipment to the extent required herein.

Spares, Contractor Furnished Equipment: The Contractor shall provide all spares, replacement parts, and components required and necessary to maintain and repair Contractor furnished equipment.

Spares, Government Furnished Equipment: The Contractor shall provide easily/readily replaceable spares, replacement parts, and components such as issue hoses, quick disconnect and dry break couplers, nozzles, strainers, filter and monitor elements, small miscellaneous valves, and other small commonly used parts.

Consumables, Maintenance: The Contractor shall provide all consumable materials such as lubricants, greases, and oils, solvents, sealants and sealant tape, primer, paints, and brushes, and other items commonly used to clean, coat, preserve, mark, seal, and lubricate equipment components.

Consumables, Laboratory: Except for the major laboratory equipment listed in [Appendix B](#), the Contractor shall provide all consumable laboratory supplies. For example, Millipore filters, water detector standards and pads, Mason jars, sample bottles, solvents and dispensers, common glassware, hydrometers, laboratory cleaning compounds, and other commonly used supplies needed to operate, maintain, and administer a fuel laboratory shall be provided. Government owned consumables on hand at the start of the contract will be inventoried and equivalent inventory of goods provided by the Contractor at termination of the contract.

C-3.5 Uniforms

All contract personnel, including site managers, shall wear a distinctive company uniform in performance of their duties. Pursuant to US Department of Labor wage determinations, the Contractor shall provide seasonal uniforms consisting of a shirt and pants, or coveralls, a matching seasonal jacket/coat, and a matching baseball type cap. All contract personnel shall be provided and wear the same type/design uniform. Laundry services or compensation for such services shall also be provided. All shirts, coveralls, jackets, coats, and caps shall be emblazoned with a readily identifiable company name or logo. Uniforms shall be of a material compatible with fuel handling operations. Static producing synthetic materials such as nylon, polyester, dacron, rayon and banlon, or blends thereof, and silks, shall not be provided or worn as a uniform.

The Contractor shall provide all personnel safety equipment including safety shoes, safety glasses, sound suppression devices, and gloves. If applicable, other identifiable special safety equipment for specific operation, i.e., cranial protection, fire retardant overalls, and test equipment for the monitoring of oxygen deficient or explosive atmospheres in confined spaces shall also be provided.

C-4.0 LOGISTICS SUPPORT, COST REIMBURSABLE

C-4.1 General

The Contractor shall provide all supplies, materials, equipment, and emergency services not specified elsewhere within this contract or as directed by the COR. However; the Government reserves the right to accomplish any and all maintenance beyond preventive and operator maintenance using government assets, labor, or other contracts. Furthermore, the Government reserves the right to purchase any supplies, materials, and equipment described herein when the Contracting Officer determines it is in the best interest of the Government.

Reimbursement under [Section C-4.2](#), Equipment, Supplies, and Services, Requiring a Task Order, shall be for the prime Contractor's allowable, allocable, and reasonable direct cost of any subcontracts for furnishing such equipment, supplies, and services as specified.

Reimbursement under [Section C-4.3](#), Augmentation, shall be for allowable, allocable, and reasonable directed labor costs plus fringe benefits and payroll taxes of the prime Contractor's regular employees. Allowable, allocable, and reasonable cost will be reimbursed pursuant to applicable FAR clauses.

The Contractor shall not be reimbursed under either section for the cost of labor associated with the use of its employees during normal work hours in the performance of any task listed herein. Nor will the Contractor be reimbursed for equipment costs using Government or Contractor-furnished equipment in the performance of any task listed herein.

The Contractor shall ensure that the costs for preventive and operator maintenance are included in the appropriate CLIN on a firm-fixed price basis. The Contractor shall ensure that any associated indirect/overhead cost, if any, related to the performance of tasks under Sections C-4.2 and C-4.3 (except as otherwise specified hereinafter) are also included in the appropriate CLIN on a firm fixed price basis. Those associated costs shall include, but may not necessarily be limited to, the costs of office supplies, salary for a purchasing agent considered necessary by the Contractor, and other indirect/overhead costs considered a part of operating the fuel system. Therefore, any reference to reimbursement for indirect/overhead costs is not applicable to the reimbursement of costs of the prime Contractor under this contract. In addition, [Sections C-4.2](#) and [4.3](#) shall be non-fee bearing. Therefore, references to reimbursement for fixed fee are not applicable to the reimbursement of costs of the prime Contractor under this contract. The Contractor shall provide the following:

C-4.2 Equipment, Supplies, and Services Requiring a Task Order

C-4.2.1 Contractor Purchasing System.

The Contractor shall establish and maintain a purchasing system acceptable to the Government. The Contractor shall comply with the following minimum requirements:

The Contractor shall prepare a Standard Operating Procedure (SOP) regarding the Contractor's purchasing policies and procedures. The SOP should include, but will not necessarily be limited to, policies and procedures on emergency purchases, subcontracts, termination of contracts, source selections, contract administration, and the maintenance of purchasing records and files. The Contractor shall submit a draft of the SOP to the DESC Contracting Officer, DESC-FPB, to arrive no later than 45 days prior to the contract start date. On review and acceptance, a copy shall be provided to the COR. Thereafter, the Contractor shall adhere to established procedures for the duration of the contract.

The Contractor shall purchase materials and services only from those companies qualified and normally engage in the type of repairs required or those that provide or manufacture the materials needed.

Except for procurements of \$2,500 or less, a minimum of three quotes (verbal or written) shall be obtained. The award shall be to the lowest, responsible, responsive bidder. Regardless of dollar value or urgency, the Contractor shall withhold award until it has determined that the price is fair and reasonable. Documentation regarding this determination shall be included in the task order file.

The Contractor shall procure materials and services at the most advantageous prices with due regard for prompt delivery, credits, and other benefits. The Contractor shall take all actions necessary to obtain applicable tax exemptions, reductions, and refunds. Reimbursement shall be for net cost after taking discounts, rebates, allowances, credits, tax exemptions, reductions and refunds and other benefits, any or all of which shall be fully documented.

C-4.2.2 Maintenance and Repair

The Contractor may be directed by the COR to provide and/or may report to the Government the need for maintenance and repair services beyond the scope of preventive and operator maintenance outlined within this contract. On notification of a requirement to perform a specific maintenance task or reporting such a requirement to the Government and being directed to perform, the Contractor shall:

Provide a complete written description of the deficiency or the nature of the wear, breakage, or damage to the system needing repairs. This document should include a description of the system requiring maintenance or repairs, the specific components needing repair, replacement, or adjustment, and a preliminary list of parts and materials required.

Determine whether the work will be accomplished in house (by the Contractor) or be subcontracted.

If the work is to be accomplished in house, provide a complete list of parts, components, materials, and equipment not provided under the contract, the source of supply, and an itemized cost breakdown to include labor, if applicable or allowed. Also establish a performance period or get well date.

If to be accomplished by subcontract, provide the cost estimates as outline in [Section C-4.2.1](#) above. As with an in house estimate, all subcontractor estimates should include a complete list of parts, components, materials, equipment, and labor, and an itemized cost breakdown thereof. Any subcontract should also establish the performance period or get well date.

The Government will determine the availability of and provide funding.

Given the approval to proceed, the Government will provide a written task order. The Contractor shall take no action to perform maintenance or repairs until such time a written task order has been provided by the COR.

C-4.3 Augmentation

Augmentation is defined as compensation for specified work outside the scope of the contract for which drivers and system operators are retained beyond normal duty hours or called to duty to supplement the normal workforce.

NSA Souda Bay instructions specify [indicates an instruction has or will be written] the person(s), position, or office authorized to approve augmentation and the means by which the approval will be documented. Except as provided herein, all augmentation shall be approved prior to retaining employees or calling additional personnel to work. All invoices for augmentation shall be supported by copies of the augmentation approval form/log, the dispatch log validating the circumstances for augmentation, and the individual(s) time card that shows the hours worked. Extended hours for personnel such as mechanics, accountants, and administrative personnel do not qualify as augmentation. Failure to relieve personnel at the end of a normal shift for which there are available oncoming personnel or because scheduled personnel fail to show shall not be considered augmentation time. In addition, the call to duty or retention of personnel so that specially licensed operators, i.e., a CDL holder, can undertake an infrequent but contracted function shall not constitute augmentation.

Augmentation will be granted under the following conditions. Each paragraph is coded (A) to indicate automatic approval within the parameters defined or (P) to indicated pre-approval is required.

No Oncoming Relief (A). For any aircraft fuel servicing operation in progress, e.g., nozzle connected and fuel flowing, at the end of normal operating hours for which there is no oncoming/relief shift. Subsequent servicing requests, any beyond that in progress, shall be approved as outlined in [Section C-4.3](#) above.

Continuous Receipt (P). For continuous receipt operations that will extend beyond the operating hours defined in Figure 1.

Mutual Agreement (P). As mutually agreed to by the Contractor and the approving authority to provide services during unscheduled weekend operations such as make up flight schedules. The specific hours of planned augmentation and manning levels shall be documented as noted above.

Emergency (P). When authorized by the designated authority to handle emergency fuel servicing requirements, a downed aircraft recovery for instance. The circumstances shall be fully documented.

Time Worked. Unless local policy or union agreements dictate otherwise, compensation shall be paid for the actual hours worked plus reasonable travel time for individuals called to duty.

Appendix A: Government Furnished Facilities

GOVERNMENT FACILITIES: The following is a list of Government facilities and components thereof that will be provided at NSA Souda Bay and NALF Bravo. It is an approximate list of facilities to be validated as outline in [Section C-2.16](#).

Facility	Item/Component Description (Item, manufacture, size, rating, and other descriptive information) ⁽¹⁾	Qty	PM ⁽²⁾
66	Fuels Office, Dispatch, Service Station, 15' X 15'	225 SF	
	Fuels Office/Dispatch		
	Copier, Cannon NP6010	1	
	Typewriter, Switec 7000	1	
	Refrigerator, Gibson Economaster	1	
	Desk, 36" X 72" and Chair	1	
	Service Station		
	Tank, Service Station, 19100 Liter	4	
	Pump, Service Station, 6 GPM (Single Hose)	2	
	Laboratory, 22' 7" X 22' 10" (includes a 7' 6" X 7' 10" Head)		
	Flash Point Tester, Boehel Model 152800	1	
	Contaminated Fuel Detector (CFD)	2	
	Combined Contaminated Fuel Detector (CCFD)	1	
66	AEL Water Detector, Mark II	1	
	B2 Refractometer Kit	1	
	Fume Hood, HEMCO (To be installed)	1	
	Table 72" X 36"	2	
	Flammables Locker, 2 Door (Outside of building)	1	
	File Cabinet, 5 Drawer	3	
	Bookcase, 3 Section	1	
	Locker, Personal (Wood)	2	
	Locker, Personal (Metal)	2	
	Truck Fillstand		
	Filter Separator, ME Industries, 600 GPM	2	
	Gauge, Differential, Gammon	2	
	Gauge, Pressure	2	
77	Valve, Thermal/Pressure Relief	2	
	Relaxation Chamber, 300 GPM	1	
	Valve, 6" Stainless Steel Ball	3	
	Flow Control Valve, Watts, 6"	2	
	Valve, 4" Stainless Steel Ball	1	
	Valve, 4" Flow Control/DEA.dman	1	
	Meter, Temperature Compensating	1	
	Hose, 10'	1	
	Nozzle, Carter Single Point	1	
	Tank, 6000 Gallon Fiberglass (underground)	1	
	Pump, Goulds 3171, 40 GPM	1	
	Pumphouse, 66' 9" x 14' 5", Cinderblock	987 SF	C
	Office/Storage Area, 11' 4" X 9' 8"	110 SF	C
GU4	Tank, JP5, 54000 Gallon, Horizontal Cylindrical, Underground	3	
	Pump, Demster Industries, 300 GPM	3	
	Pump Motor, US Electric, 15 HP	3	
	Strainer, Basket, Brooks Instrument Division, 4"	2	
	Valve, Ball, (), 4"	4	
	Valve, Lubricated Plug, Nordstrom Steel, 4"	11	
	Tank Gauge, Wehler	3	
	Valve, Flow Control, Clayton Valve, 4"	3	
	Valve, High Level, Clayton Valve, 4"	3	
	Flow Switch, McDonald	3	
	Tank, (Unused), 5000 Gallon Horizontal Cylindrical, Underground,	1	

Facility	Item/Component Description (Item, manufacture, size, rating, and other descriptive information) ⁽¹⁾	Qty	PM ⁽²⁾
***	Hydrant/Storage Facility		
	Tank, JP5, 30000 Gallon, Horizontal Cylindrical, Underground,	2	
	Pump, Dichow K6, 300 GPM	2	
	Pump Motor, Flender, 55 HP	2	
	Valve, 4", Clayton Valve Flow Control	2	
	Valve, Thermal Relief	2	
	Gauge, Pressure, Wika	2	
	Valve, 4", Clayton Valve, High Level	2	
	Filter Separator, General Steel, 600 GPM	2	
	Gauge Differential Pressure	2	
	Gauge Pressure	2	
	Valve, Flow Control, Clayton Valve, 6"	1	
	Valve, Flow Control, E. J. Baker, 6"	1	
	Meter Assembly, Brooks, 600 GPM	1	
	Valve, 4" Stainless Steel Ball	7	
	Valve, 6" Stainless Steel Ball	9	
	Valve, 8" Stainless Steel Ball	3	
	Valve, 6" Stainless Steel Check	3	
	Tank, Horizontal Cylindrical, Underground, 3000 Gallon Waste Oil	1	
***	Pipelines, 4, 6 and 8 inch, (Estimate)	3000 LF	

(1). Within the space allocated, provide the complete and accurate description of the item being identified.

(2) Preventative Maintenance (PM) codes are D-Daily, W-Weekly, M-Monthly, Q-Quarterly, S-Semi Annual, A-Annual, and AR-As Required by directive or manufactures/commercial practice. The code, C-Continuous, implies a component such as a tank or building is inspected continuously through daily inspections, sampling, and various other quality surveillance and visual inspection programs. All actions are documented and requirements for maintenance are forwarded to the appropriate work center via the COR.

(3) Empty parentheses () indicate an unknown factor such as a facility number, make/manufacture of a piece of equipment or identified component, or a rating, i.e., GPM or PSI of a component.

Appendix B: Government Equipment, Supplies, and Services

GOVERNMENT EQUIPMENT, SUPPLIES, AND SERVICES: In addition to the facilities and components listed in [Appendix A](#), the Government will provide the following equipment, supplies, and services.

Fire Suppression Equipment: Except for Contractor furnished extinguishers mounted on fuel servicing trucks, all fire suppression equipment, i.e., fire extinguishers or portable/installed fire suppression equipment, will be provided, repaired, overhauled, and as necessary, replaced by the Government. The quantity and type of fire suppression equipment on station within the Fuel Management facilities will be established by the Government.

Radios: The Government will provide intrinsically safe, fixed/hand held radios, in sufficient numbers to control all mobile fuel servicing equipment, direct refueling system crews, and utility vehicles used by management and maintenance personnel. A base station, antenna, and other equipment required to establish and maintain communication will also be provided. As applicable, the Government will secure a Fuel Dispatch frequency at ____MHz prior to the contract start date.

Telephone Services: The Government will provide telephone services, i.e., commercial, DSN, and on-station emergency lines, Local Area Network (LAN) connections (if applicable), and equipment required and necessary to conduct Government business, i.e., FAS, DFAMS. See [Section C-3.4](#) regarding Contractor-furnished telephones services.

Utilities: Electricity, natural gas/propane, heating/power production fuels, water, and sewage as required for the health and welfare of contract personnel that occupy facilities provided by the Government.

Fuels Products: The Government will furnish fuel for the operation of the fuel servicing equipment.

Materiel Safety Data Sheets (MSDS): The Government will provide the appropriate MSDS for those compounds furnished by the Government.

The following additional property will be provided by the Government. See [Section C-2.16](#) regarding property accountability.

Facility	Item/Component Description (Item, manufacture, size, rating, and other descriptive information) ⁽¹⁾	Qty	PM
	Fuels Automated System (FAS) (Show serial numbers)		
	Computer		A
	Monitor		A
	Printer		A
	Modem		A
	Laboratory Equipment		-
	Contaminated Fuels Detector (CFD)	2	SA
	Combined Contaminated Fuels Detector (CCFD)	1	
	AEL Mark II, Water Detector	1	SA
	B-2 FSII Test Kit	1	A
	Flash Point Tester, Boehel Model 152800	1	A
	Furniture		
	Desk		
	Chair		
	Filing Cabinet		
96-44467	Refueler, 5000 Gallon, Isometrics 254T5000	1	
96-44472	Refueler, 5000 Gallon, Isometrics 254T5000	1	
96-38562	Refueler, 5000 Gallon, Isometrics 138T5000	1	
96-38886	Refueler, 5000 Gallon, Isometrics 138T5000	1	
96-45614	Refueler, 5000 Gallon, Consolidated Diesel Electric R-9	1	
96-45615	Refueler, 5000 Gallon, Kovatch KM-10	1	
96-37091	Refueler, 5000 Gallon, Isometrics 99T5000	1	

Facility	Item/Component Description (Item, manufacture, size, rating, and other descriptive information) ⁽¹⁾	Qty	PM
96-46154	Refueler, 5000 Gallon, Isometrics 321T5000 (Used as a ground fuel (diesel) truck)	1	
95-28678	Ground Fuel Service Truck, 1200 Gallon, M49C	1	
YAM1260 ⁽²⁾	Ground Fuel Service Truck, 2000 Gallon, Atlas Steel Products	1	

See the notes that follow Appendix A. PM applicable only the items marked.

Appendix C: Abbreviations and Acronyms

Abbreviation & Acronyms			
API	American Petroleum Institute	QCP	Quality Control Plan
AQL	Acceptable Quality Level	SOP	Standard Operating Procedure
AST	Aboveground Storage Tank	SPCC	Spill Prevention Control and Countermeasure Plan
ASTM	American Society for Testing Materials	TTMA	Tank-Trailer Manufacturers Association
ATG	Automated Tank Gauging	USCG	United States Coast Guard
BBL	Barrel	UST	Underground Storage Tank
CDR	Contract Discrepancy Report		
CFR	Code of Federal Regulations		
CLIN	Contract Line Item Number		
COR	Contracting Officer's Representative		
DESC	Defense Fuel Supply Center		
DFAMS	Defense Fuel Automated Management System		
DFR	Defense Fuel Region		
DFSP	Defense Fuel Support Point		
DIEGME	Diethylene Glycol Monomethyl Ether (a type of FSII)		
DLA	Defense Logistics Agency		
DOD	Department of Defense		
DODAAC	Department of Defense Activity Address Code		
DSN	Defense Switched Network		
EDP	Emergency Distribution Plan		
EPA	Environmental Protection Agency		
FAR	Federal Acquisition Regulation		
FAS	Fuels Automated System		
FRP	Facility Response Plan		
FSC	Facility Spill Coordinator		
FSII	Fuel System Icing Inhibitor		
GFE	Government-Furnished Equipment		
ISSA	Inter-Service Support Agreement		
JPO	Joint Petroleum Office		
MIL-PRF	Military Performance Standard		
MILCON	Military Construction		
MPMS	Manual of Petroleum Measurement Standards		
MRP	Maintenance & Repair Project		
MSDS	Material Safety Data Sheet		
NFPA	National Fire Protection Association		
NPDES	National Pollution Discharge Elimination System		
NSN	National Stock Number		
OPA	Oil Pollution Act		
OSC	On-Scene Coordinator		
OSHA	Occupational Safety and Health Administration		
PM	Preventive Maintenance		
PMI	Preventive Maintenance Inspection		
POS	Peacetime Operating Stock		
PQA	Petroleum Quality Assurance		
PWC/D	Public Work Center/Department		
PWS	Performance Work Statement		
QASP	Quality Assurance Surveillance Plan		

Appendix D: Definitions

Barrel: A barrel is equal to 42 U.S. gallons.

Contract Date/Periods:

Contract Award Date: The date entered in block 20C, Date Signed, of the Standard Form 26, Award/Contract. This date may differ from the start/performance date.

Contract Start Date: The contract start date, performance date, or first day of the performance period is the first day of the period cited in block 15 (A through F) of the Standard Form 26, Award/Contract. The start date and performance period may be adjusted by amendment to provide the Contractor sufficient lead-time to ready equipment for the contract.

Contractor (The): The individual, group of persons, company, group of companies, or corporation specifically named and contracted by/with the Government to fulfill the terms of the specified contract document. The term "Contractor" as used herein refers to the company or corporation as a whole or any individual, attendant, technician, operator, driver, dispatcher, or laborer who may be acting on behalf of the Contractor.

Contracting Officer: Includes the Procurement Contracting Officer (PCO) and the Administrative Contracting Officer (ACO).

Contracting Officers Representative: The local Navy technical specialist, military or civilian, designated by the Contracting Officer to inspect and accept or reject the supplies and services furnished under a specified contract.

Maintenance: Unless specifically defined otherwise, the word or term "maintain or maintenance" shall mean preventive or operator maintenance as defined below.

Operator Maintenance: Operator maintenance is that work accomplished during routine inspections and during system use/operation. Operator maintenance may be, but is not necessarily limited to, work such as the replacement of ground wires, plugs, and clips, the replacement of O-rings and gaskets without tearing down the component, the tightening of nuts, bolts, and screws to prevent leakage, or corrosion control and spot painting. Operator maintenance is normally be limited to those actions taken by qualified system operators using common hand tools.

Preventive Maintenance: Preventive maintenance is a program of recurrent periodic or cyclic scheduled work designed to preserve and maintain equipment, apparatus, or facilities in such condition that they may be effectively used for their intended purpose.

Other Maintenance and Repair: Maintenance and repair beyond that defined as preventive is other maintenance and repair. This includes unplanned repair or replacement of material or components that show abnormal wear or fail. This maintenance will be approved by the COR and is reimbursable under Section C-4.1.

Appendix E: Regulations

The following is a list of the references directly/indirectly used in this, Section C, of the PWS. It is not an all-inclusive listing. It is incumbent upon the contractor to ensure full compliance with all Federal, State, USN, USMC, and local regulations. The contracting activity will provide a copy of applicable DOD, USN, USMC, and local regulation required under this contract. All other references shall be provided by the Contractor.

Regulation	Title
29 CFR	Labor
29 CFR Part 1910	Occupational Safety and Health Standards
40 CFR 112	Oil Pollution Prevention
49 CFR 171	Hazardous Materials Regulations; General information, regulations, and definitions
49 CFR 172	Hazardous materials table, special provisions, hazardous materials communications, emergency response information, and training requirements
49 CFR 173	Shippers--general requirements for shipments and packaging
49 CFR 178.345	General design and construction requirements applicable to Specification DOT 406...
49 CFR 178.346	Specification DOT 406; cargo tank motor vehicles
49 CFR 180	Continuing Qualification and Maintenance of Packaging
49 CFR 382	Controlled Substance and Alcohol Use and Testing
49 CFR 383	Commercial Driver's License Standards; Requirements/Penalties
49 DFR 387	Minimum Levels of Financial Responsibility for Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations; General
49 CFR 391	Qualification of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles
49 CFR 393	Parts and Accessories Necessary for Safe Operation
49 CFR 395	Hours of Service for Drivers
49 CFR 396	Inspection, Repair and Maintenance
NFPA 385	Tanks Vehicles for Flammable and Combustible Liquids
NFPA 407	Aircraft Fuel Servicing
API Bulletin 1529	Aviation Fuel Hose
API Publications 1581	Specifications and Qualifications Procedures for Aviation Jet Fuel Filter Separators
DOD 4140.25-M	DOD Management of Bulk Petroleum Products, Natural Gas, and Coal
MIL-HDBK-200G	Quality Surveillance Handbook for Fuel, Lubricants and Related Products
NAVAIR 00-80T-109	Aircraft Refueling NATOPS Manual
NAVFAC P-300	Management of Transportation Equipment
ATA Catalog # L0040	Summary of Size and Weight Limits
OPNAVINST 4790.2*	The Navy Aviation Maintenance Program (NAMP)
OPNAVINST 5090.1*	Environmental and Natural Resources Program Manual

Appendix F: Maps

The NSA Souda Bay Fuel Division will provide the following maps during the contract pre bid on-site visit. The 8½ X 11 inch map or map set provided will become this appendix and a part of the contract.

1. A local area map, 25-mile radius, clearly showing major cities/towns, roads, the base, and auxiliary or outlying fields.
2. A station/local area map showing the route s to all auxiliary or outlying fields requiring aviation or ground fuel support.
3. A map of the flightline/aircraft parking areas, for the base and auxiliary or outlying fields showing parking ramps by type of aircraft, hot pit facilities, restricted areas, and other information as may be useful to the Contractor.
4. A map or map set clearly outlining ground product delivery points (by grade).

Appendix G: Quality Surveillance Plan

The primary purpose of the Quality Surveillance Plan (QSP) and this Performance Requirements Summary (PRS) is to identify those performance requirements considered most critical to acceptable contract performance and the corresponding standards of performance. The PRS also identifies the Acceptable Quality Level (AQL) for each required service. It specifies the lot size which will be used as the basis for payment calculation as well as for sampling purposes, and the quality assurance methods which the Government will use to evaluate the contractor's performance in meeting the contract requirements. Finally, the PRS shows the percentage of the contract price that each listed contract requirement represents.

Government Quality Assurance. At the end of each inspection period, the Government will compare contractor performance to the contract standards and AQL/Allowable Degree of Deviation (ADD) using the Quality Assurance Plans (QAPs). The Government will evaluate each required service based on one of the following inspection methods:

- a. Random sampling using the concepts of ANCI/ASQC Z1.4-1993
- b. One hundred percent inspection
- c. Validated customer complaints

Criteria for Acceptable and Unacceptable Performances. The standards indicate the levels of performance deemed acceptable to the Government. Performance of a required service is considered satisfactory when the percentage of defective units (unsatisfactory outputs) found by the Government during contract surveillance does not exceed that allowed by the AQL. When the percentage of defective units discovered by the COTR exceeds that allowed by the AQL/ADD, the contractor's performance is considered unsatisfactory. When the performance is unsatisfactory, the contractor shall respond in writing to a Contract Discrepancy Report (CDR). The CDR will require the contractor to explain, in writing, why performance was unacceptable, how performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future. The COTR will evaluate the contractor's explanation and recommend to the Contracting Officer if full payment, partial payment, or the contract termination process is applicable. The contractor's payment for services rendered will be calculated as stated in paragraph 4.

Determination of the Number of Defective Units that Renders a Service Unsatisfactory. For services inspected by random sampling, the number is determined from the ANCI/ASQC Z1.4-1993 charts. For services inspected by other than random sampling, the reject (unacceptable) level equals the next whole number greater than the number of defectives allowed by AQL. (NOTE: If the AQL is expressed as a percentage, it must first be multiplied by the lot size to determine the number of defective units allowed by unsatisfactory performance.)

Re-performance of Unsatisfactory Work. At the Government's discretion, the contractor shall re-perform, without additional cost to the Government, all work found by the COTR to be unsatisfactorily performed. The Contracting Officer will determine the amount of time the contractor will be given to re-perform the work on a case-by-case basis. Re-performance will not improve the overall rating of the service in question.

For services sampled, the maximum contract payment per month is multiplied by the maximum payment percentage for the service to determine the maximum payment for acceptable service. This payment is multiplied by the percentage of the sample found acceptable to determine the percentage of the contract price that the contractor will be paid for the listed service. The total number of defectives found, not just those in excess of the reject level, are used to determine the percentage of the sample found unacceptable. The percentage of the sample found unacceptable subtracted from 100 percent determines the percentage of the lot found acceptable.

For services checked by One hundred percent inspection or validated customer complaint, the maximum payment percentage of the service in column 5 of the PRS is multiplied by the payment percentage of the lot found acceptable. The resulting percentage is the percentage of the monthly contract price that the contractor will be paid for the listed service. The total number of defectives found, not just the defectives in excess of the reject level, are used to determine the percentage of the lot found acceptable.

For those services that are performed less frequently than monthly, surveillance and computation of the contractor's payment will be made during or immediately following the month when that service is performed. The payment computation will be determined for the entire period since the last surveillance. Should computation of the contractor's payment result in an amount less than has already been paid for the preceding month(s) of the period since the last surveillance, the Government will deduct the overpayment from the current month's invoice.

Contractor Payment

Satisfactory Service. For satisfactory performance of a service, the Government will pay the contractor the percentage of the monthly contract price indicated for that service.

Unsatisfactory Service. For unsatisfactory performance not caused by Government interference or Government failure to provide C3 requirements, the Government will pay the contractor only for the percent of work found to be satisfactory.

Random Sampling. Payment based upon a finding of unsatisfactory service is calculated on the percentage of the sample found satisfactory. Payment will be calculated as follows: (maximum payment for satisfactory service x (% of sample found satisfactory)) = payment for percentage of service found satisfactory.

EXAMPLE	
Maximum Contract Payment Per Month	\$10,000.00
Maximum payment percentage for this service:	9% (\$900.00)
Quantity of Units Completed:	450 (lot size)
AQL	10%
Sample size:	50
Reject level:	11(MIL-STD-105D)
Unsatisfactory units found:	20
Satisfactory units found:	30
Service is unsatisfactory	
Maximum payment for satisfactory service would be	900
% of sample found satisfactory (60 divided by 100 = 60%)	60%
Payment for percentage of service found satisfactory	\$540

One hundred percent Inspection and Validated Customer Complaints. Payment for unsatisfactory service is based on the percentage of the **lot** found satisfactory. Payment will be calculated as follows: (maximum payment for satisfactory service) x (% of lot found satisfactory) = payment for percentage of service found satisfactory.

EXAMPLE	
Maximum Contract Payment Per Month	\$10,000.00
Maximum payment percentage for this service:	9% (\$900.00)
Quantity of Units Completed:	100 (lot size)
AQL	10%
Unsatisfactory units found:	40
Satisfactory units found:	60
Service is unsatisfactory	\$900
Maximum payment for satisfactory service would be	
% of sample found satisfactory (60 divided by 100 = 60%)	60%
Payment for percentage of service found satisfactory	\$540

Payment for Service with a Surveillance Period Longer than Monthly. Some of the line items listed in the PRS have a surveillance period which is longer than monthly. Throughout the surveillance period, the Government will inspect each unit completed for these line items using the inspection method specified in the PRS. Each month the Government will pay the contractor the maximum payment percentage allowed for that service, as if the service were found satisfactory. At the end of the surveillance period, the Government will compare the contractor's performance for the entire surveillance period to the AQL for that line item to determine if overall performance for the line item was satisfactory.

Satisfactory Service. Payment for satisfactory performance will be calculated as follows: (maximum payment for satisfactory service) - (payments made during the surveillance period) = total amount of adjustment at the end of the surveillance period.

Unsatisfactory Service. Payment for unsatisfactory performance will be calculated as follows:

For services inspected by random sampling: (maximum payment for satisfactory service) x (% of sample found satisfactory) - (payments made during surveillance period) = amount of adjustment at end of surveillance period.

For services inspected by One hundred percent inspection and validated customer complaints: (maximum payment for satisfactory service) x (% of lot found satisfactory) - (payments made during surveillance period) = amount of adjustment at end of surveillance period.

Nothing in the foregoing provisions will diminish or preclude Government actions pursuant to the "Default" clause or other terms and conditions of this contract.

AIRCRAFT FUEL SERVICES (MOBILE/DIRECT FUELING) INCLUDING THE DISPATCH CENTER				
Requirement/Reference	Standard	Max Allowable Degree of Deviation (AQL)	Method of Surveillance	Max Percent Payment for Meeting AQL
Staffing, C-1.7 and C-1.11.	Sufficient qualified personnel to satisfy servicing demands.	0%	100% Inspection	5
Personnel availability, C-1.2 and C-2.2.2.	Contract personnel available for the appropriate hours.	4%	100% Inspection	5
Qualifications, C-1.9, C-1.10, and C-1.11	Qualified personnel performing duties. Documentation/ training records to substantiate qualifications. Dispatcher FAS qualified.	4%	100% Inspection	5
Response times, C-2.2.2.	Servicing response times meet. Responses in excess of standard time fully explained on logs.	0%	Random, Customer Complaint	15
Documentation, C-2.8.	Fuel servicing inventory and inspection documentation complete, accurate, and forwarded to the appropriate office NLT 0900 daily.	0%	Random	4
Quality, C-2.9.	Appropriate sample taken and forwarded to the fuel laboratory. Sample logs maintained and test results kept on file.	0%	Random	10
Housekeeping and Maintenance, C-2.10.2.1.1.	Building and grounds maintained in accordance with local standards.	5%	Random	1
Training, C-2.11.	Applicable training conducted and documented. Training records complete.	4%	100% Inspection	10
Safety, C-2.12.	Fuel servicing operations conducted in accordance with NAVAIR 00-80T-109 and applicable safety regulations.	0%	100% Inspection	35
Environmental, C-2.13.	Full compliance with applicable environmental law and regulations.	0%	Random	4
Security, C-2.14.	Equipment security maintained and logs kept.	0%	Random	2
Equipment Specifications, C-3.2.	Equipment configured in accordance with specifications outline in Section C-3.2.	5%	100% Inspection	1
Equipment and Supplies, C-3.3	Equipment and supplies identified is on hand and available to contract personnel.	5%	100% Inspection	1
Uniforms and Safety Equipment, C-3.4	Uniforms provided by the Contractor. Safety equipment available and used by contract personnel.	0%	100% Inspection	1
References, Appendix E	Current reference on hand and available to contract personnel	5%	100% Inspection	1

See ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspections by Attributes

FUEL DISTRIBUTION AND STORAGE INCLUDING THE LABORATORY FUNCTION				
Requirement/Reference	Standard	Max Allowable Degree of Deviation (AQL)	Method of Surveillance	Max Percent Payment for Meeting AQL
Staffing, C-1.7.	Sufficient personnel to carry out the operation(s) in progress, storage and laboratory.	0%	100% Inspection	10
Bulk Storage Operations, C-2.3	Receipts and transfers performed IAW references. Operations started on time. Communications maintained during product movement operations.	4%	Random	35
Physical Inventory, C-2.8.	Daily and weekly inventories complete, accurate, and forwarded in a timely manner. Monthly inventories witnessed, complete, accurate and forwarded in a timely manner	0%	Random	5
Documentation, C-2.8.	Documentation complete, accurate, and forwarded to the appropriate office NLT 0900 daily.	0%	Random	2
Quality, C-2.9.	Appropriate samples taken and forwarded to the NSA Souda Bay fuel laboratory. Sample logs maintained/test results kept on file.	0%	Random	5
Facility/Equipment Maintenance and Calibration, C-2.10.	Maintain conducted IAW references. Applicable meters and gauges calibrated as scheduled. Documentation complete and available.	4%	Random	20
Housekeeping, C-2.10.2.1.1, and Grounds Maintenance, C-2.5.2.1.27	Building and grounds maintained IAW standards.	5%	Random	2
Training, C-2.11.	Applicable training conducted and documented. Training records complete.	4%	100% Inspection	3
Safety, C-2.12.	Operation conducted IAW applicable safety regulations.	0%	100% Inspection	5
Environmental, C-2.13.	Full compliance with applicable environmental law and regulations.	0%	Random	5
Security, C-2.14.	System security maintained and logs kept.	0%	Random	2
Equipment and Supplies, C-3.0.	Items identified on hand, maintained, and readily available to contract personnel.	5%	100% Inspection	1
References, Appendix E	Current reference on hand and available to personnel.	0%	Random	5

See ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspections by Attributes

EXHIBIT 1
JP5 Receipt Data and Trends
NSA Souda Bay, GR

MONTH	GALLONS	RECEIPTS	MONTH	GALLONS	RECEIPTS
Oct-95	0	0	Oct-96	684872	15
Nov-95	0	0	Nov-96	458146	10
Dec-95	0	0	Dec-96	430886	10
Jan-96	0	0	Jan-97	558234	14
Feb-96	42968	1	Feb-97	481080	11
Mar-96	5250	1	Mar-97	731251	15
Apr-96	333113	5	Apr-97	421282	11
May-96	231051	5	May-97	499178	12
Jun-96	400966	8	Jun-97	437452	10
Jul-96	290967	6	Jul-97	469202	11
Aug-96	615874	14	Aug-97	300274	11
Sep-96	472576	13	Sep-97	337968	10
TOTAL	2392765	53	TOTAL	5908825	140

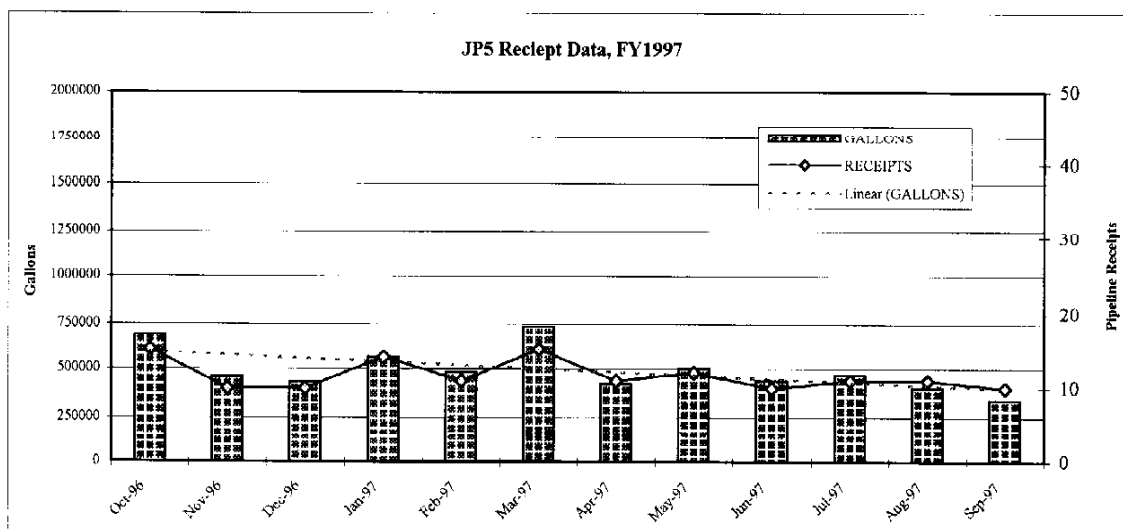
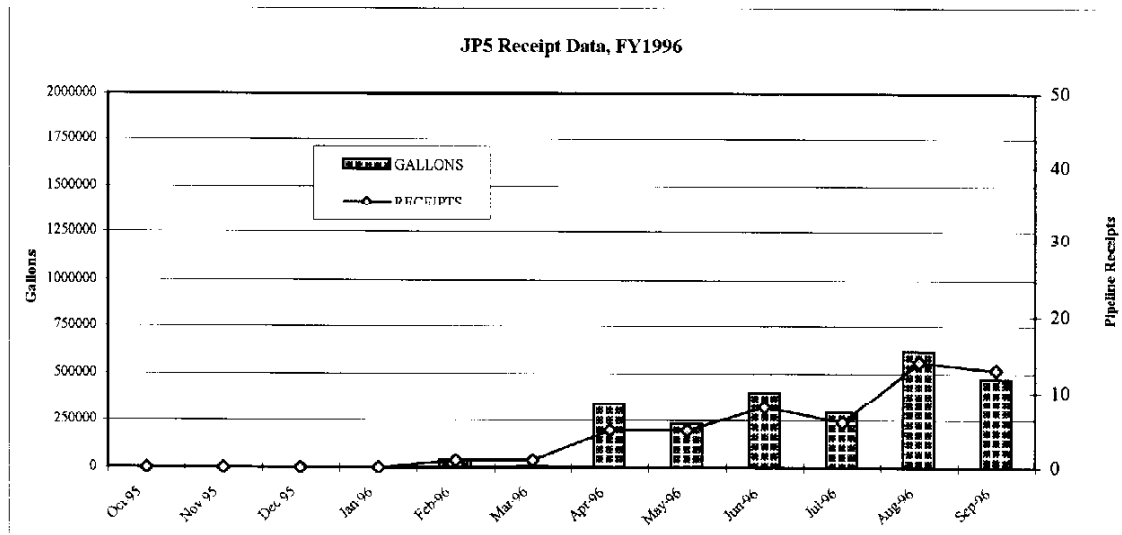


EXHIBIT 1
JP5 Receipt Data and Trends
NSA Souda Bay, GR

MONTH	GALLONS	RECEIPTS	MONTH	GALLONS	RECEIPTS
Oct-97	827772	12	Oct-98	971872	20
Nov-97	398602	10	Nov-98	622416	13
Dec-97	274445	9	Dec-98	479841	10
Jan-98	411613	8	Jan-99	336084	9
Feb-98	330760	8	Feb-99	250269	6
Mar-98	508486	12	Mar-99	361570	8
Apr-98	704279	14	Apr-99	452458	11
May-98	923333	16	May-99	1202284	18
Jun-98	821249	14	Jun-99	1851986	21
Jul-98	633287	13	Jul-99		
Aug-98	714799	14	Aug-99		
Sep-98	530305	11	Sep-99		
TOTAL	7078930	141	TOTAL	6528780	116

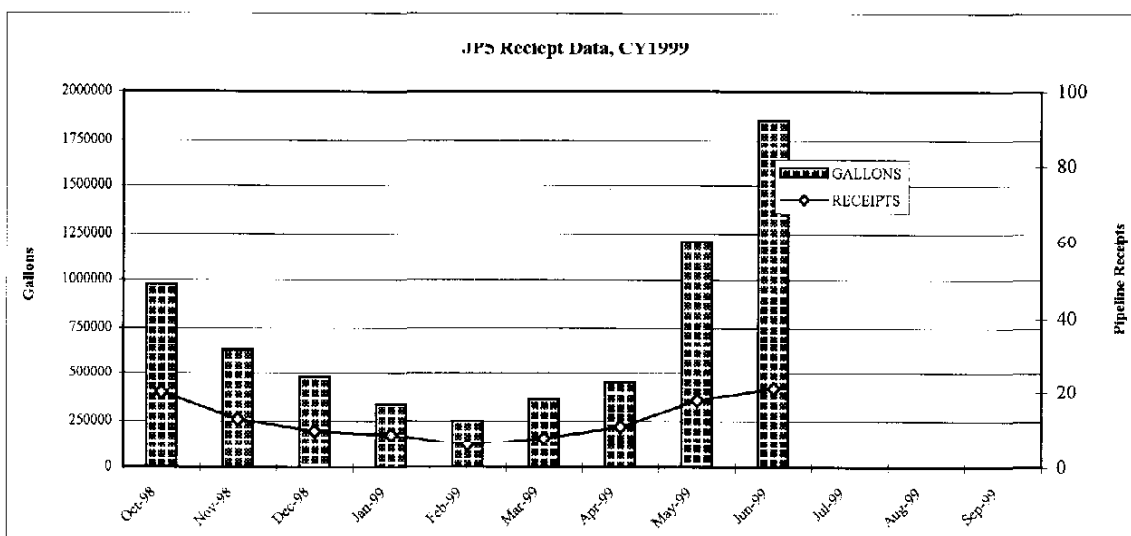
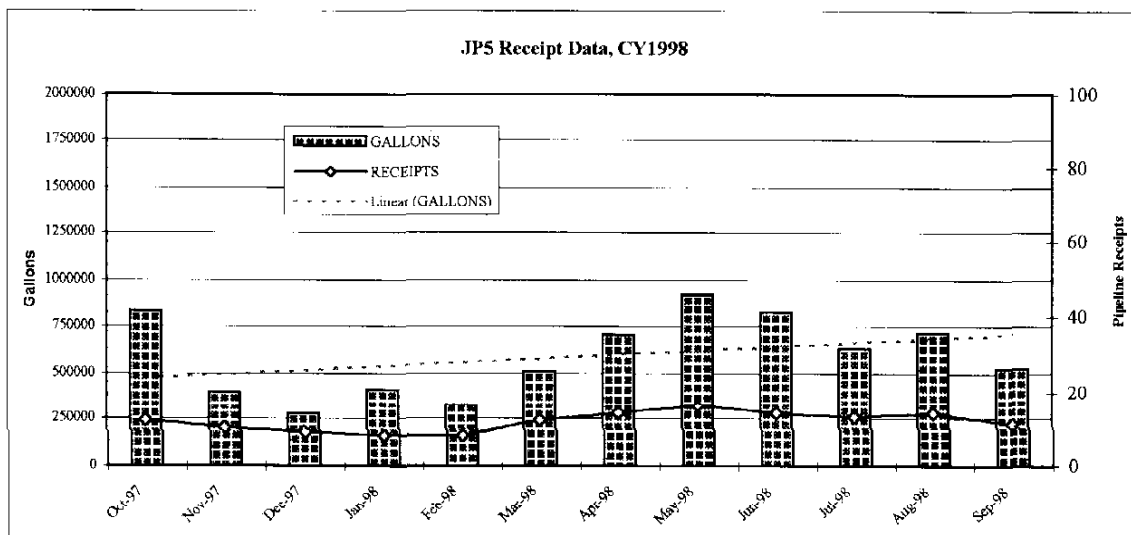


EXHIBIT 2
JPX Issue Data and Trends, FY96-00, NSA Souda Bay, GR
 (All figures in gallons)

MONTH	FY1996	FY1997	FY1998	FY1999	FY2000
October	0	675691	815967	1010201	
November	0	482269	526737	556022	
December	0	440648	309982	522969	
January	5604	572576	438701	383866	
February	77067	502021	338722	291842	
March	18005	733069	519483	337940	
April	343987	452462	782455	413063	
May	239998	504992	842986	1250030	
June	376023	496965	870672	1863079	
July	306894	475903	583612		
August	615092	248978	743549		
September	445815	342650	545714		
TOTAL	2428485	5928224	7318580	6629012	0

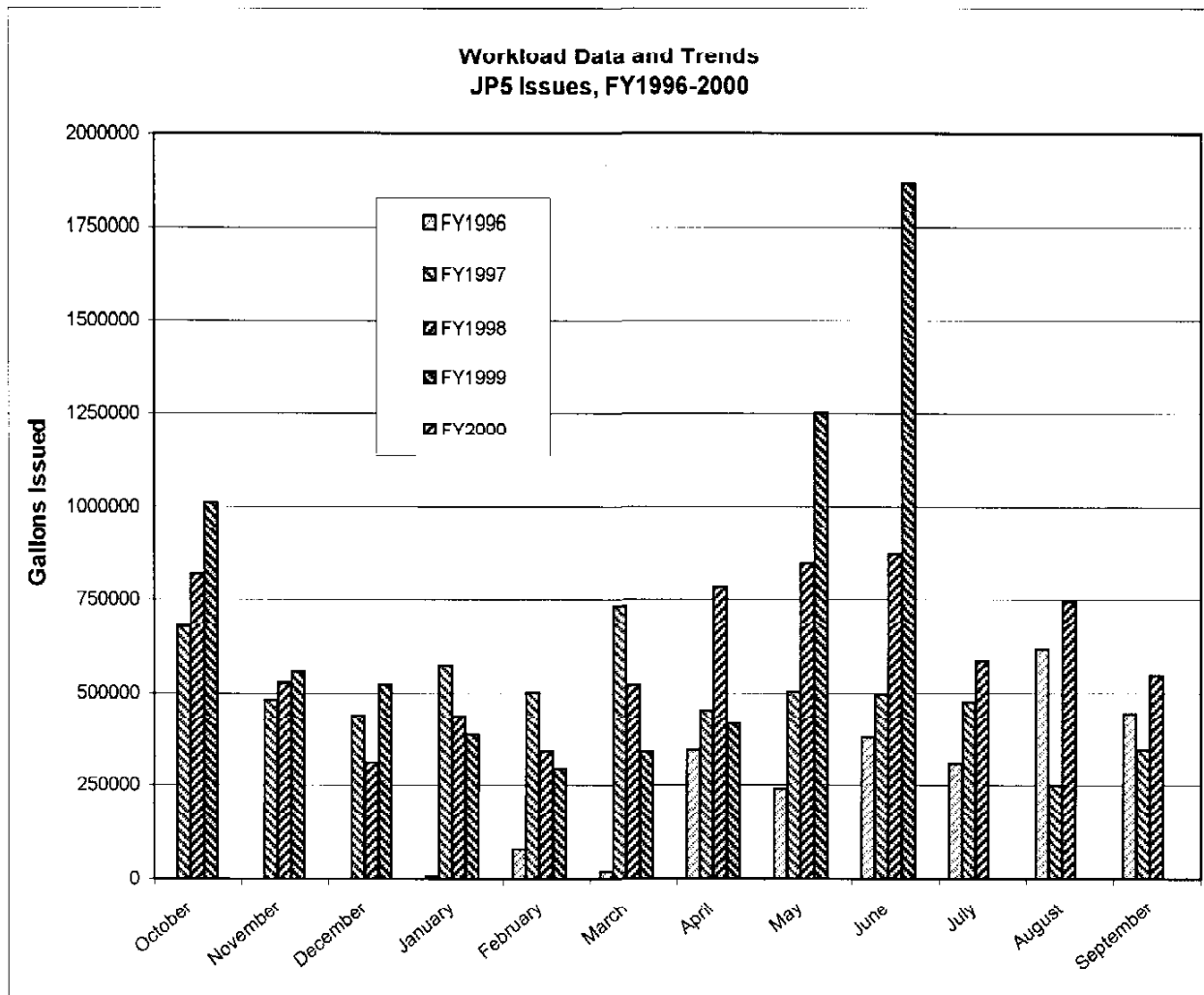


EXHIBIT 4
Operations Workload Data for FY96
NSA Souda Bay, GR

NSA Souda Bay, GR, N66691							
Month	ColdWkdys	HotWkdys	ColdWknds	HotWknds	TotalCold	TotalHot	Total
Oct-95	108	0	59	0	167	0	167
Nov-95	86	0	65	0	151	0	151
Dec-95	13	0	8	0	21	0	21
Jan-96	12	0	2	0	14	0	14
Feb-96	15	0	7	0	22	0	22
Mar-96	20	0	5	0	25	0	25
Apr-96	83	0	38	0	121	0	121
May-96	77	0	32	0	109	0	109
Jun-96	90	0	44	0	134	0	134
Jul-96	87	0	30	0	117	0	117
Aug-96	164	0	51	0	215	0	215
Sep-96	116	0	55	0	171	0	171
Year Total	871	0	396	0	1267	0	1267

EXHIBIT 4
Fuel Services Workload Data for FY96
NSA Souda Bay, GR

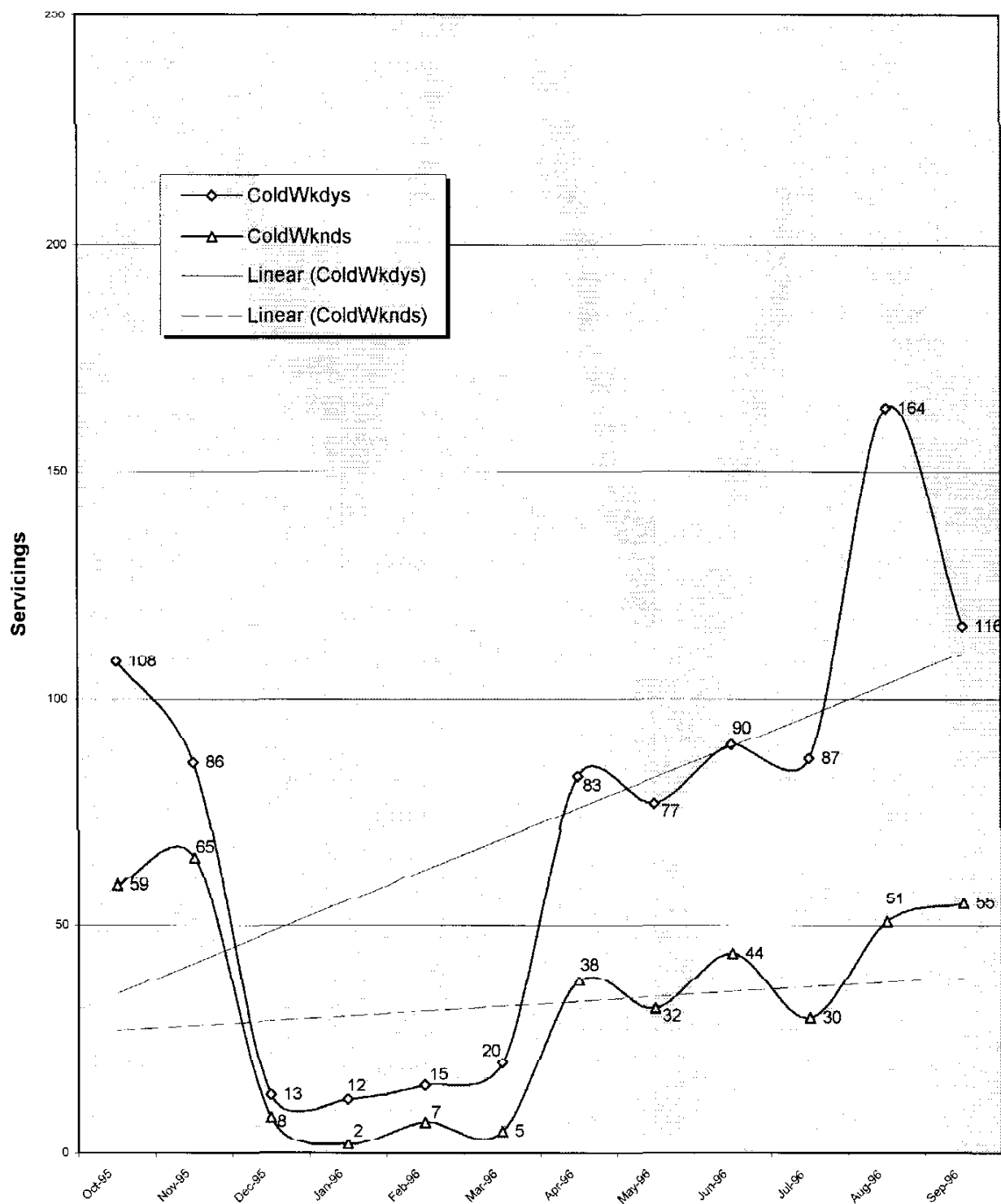


EXHIBIT 5
Fuel Services Workload Data for FY97
NSA Souda Bay, GR

NSA Souda Bay, GR, N66691							
Month	Cold Weekdays	Hot Weekdays	Cold Weekends	Hot Weekends	TotalCold	TotalHot	Total
Oct-96	135	0	61	0	196	0	196
Nov-96	114	0	66	0	180	0	180
Dec-96	100	0	53	0	153	0	153
Jan-97	123	0	54	0	177	0	177
Feb-97	106	0	43	0	149	0	149
Mar-97	153	0	65	0	218	0	218
Apr-97	129	0	32	0	161	0	161
May-97	89	0	52	0	141	0	141
Jun-97	94	0	69	0	163	0	163
Jul-97	119	0	57	0	176	0	176
Aug-97	123	0	46	0	169	0	169
Sep-97	94	0	50	0	144	0	144
Total	1379	0	648	0	2027	0	2027

EXHIBIT 5
Fuel Services Workload Data for FY97
NSA Sound Bay, GR

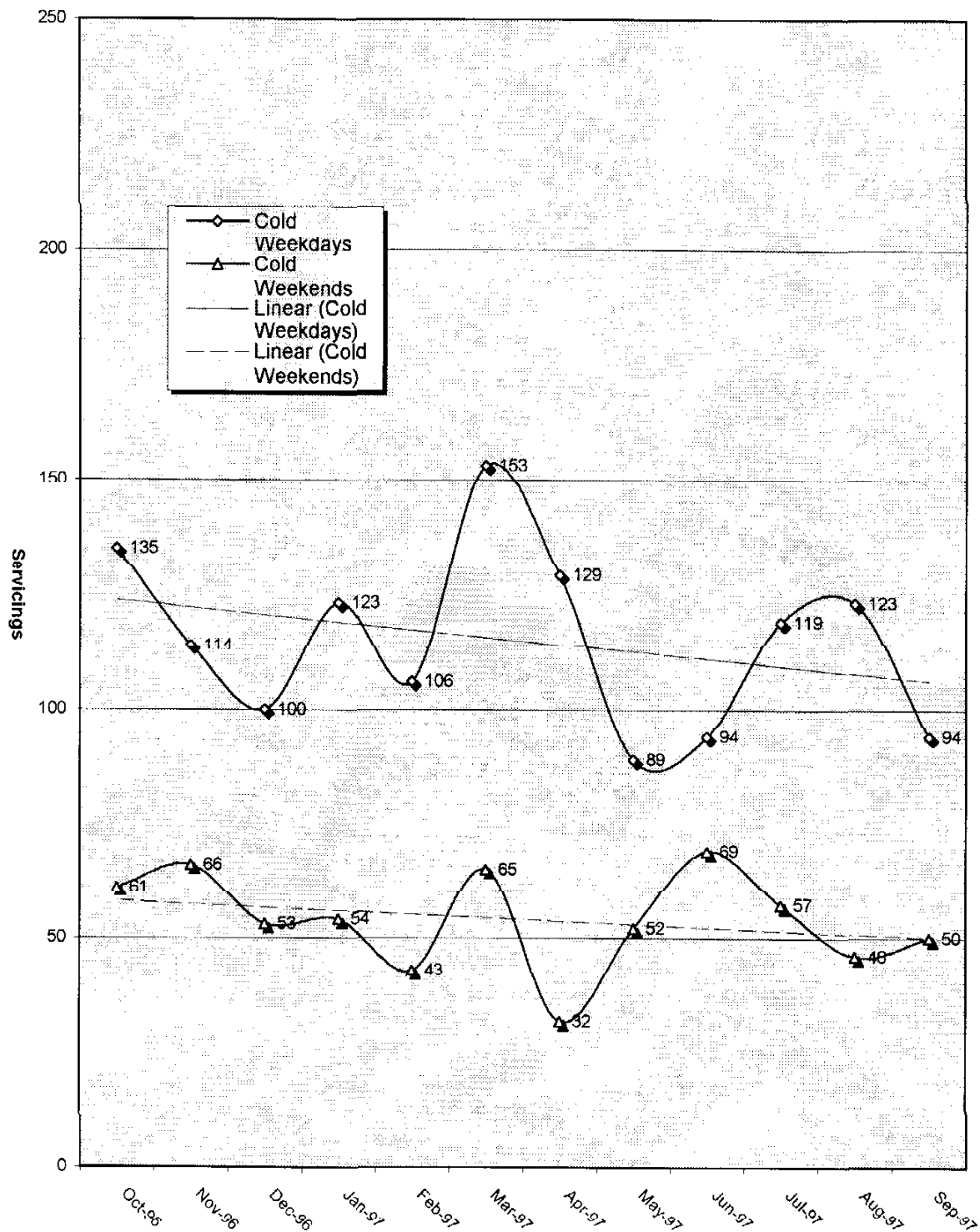


EXHIBIT 6
Fuel Services Workload Data for FY98
NSA Souda Bay, GR

NSA Souda Bay, GR, N66691							
Month	Cold Weekdays	Hot Weekdays	Cold Weekends	Hot Weekends	TotalCold	TotalHot	Total
Oct-97	151	0	80	0	231	0	231
Nov-97	77	0	67	0	144	0	144
Dec-97	80	0	33	0	113	0	113
Jan-98	95	0	18	0	113	0	113
Feb-98	69	0	51	0	120	0	120
Mar-98	91	0	46	0	137	0	137
Apr-98	122	0	32	0	154	0	154
May-98	114	0	53	0	167	0	167
Jun-98	146	0	47	0	193	0	193
Jul-98	114	0	41	0	155	0	155
Aug-98	130	0	61	0	191	0	191
Sep-98	108	0	48	0	156	0	156
Total	1297	0	577	0	1874	0	1874

EXHIBIT 6
Fuel Services Workload Data for FY98
NSA Souda Bay, GR

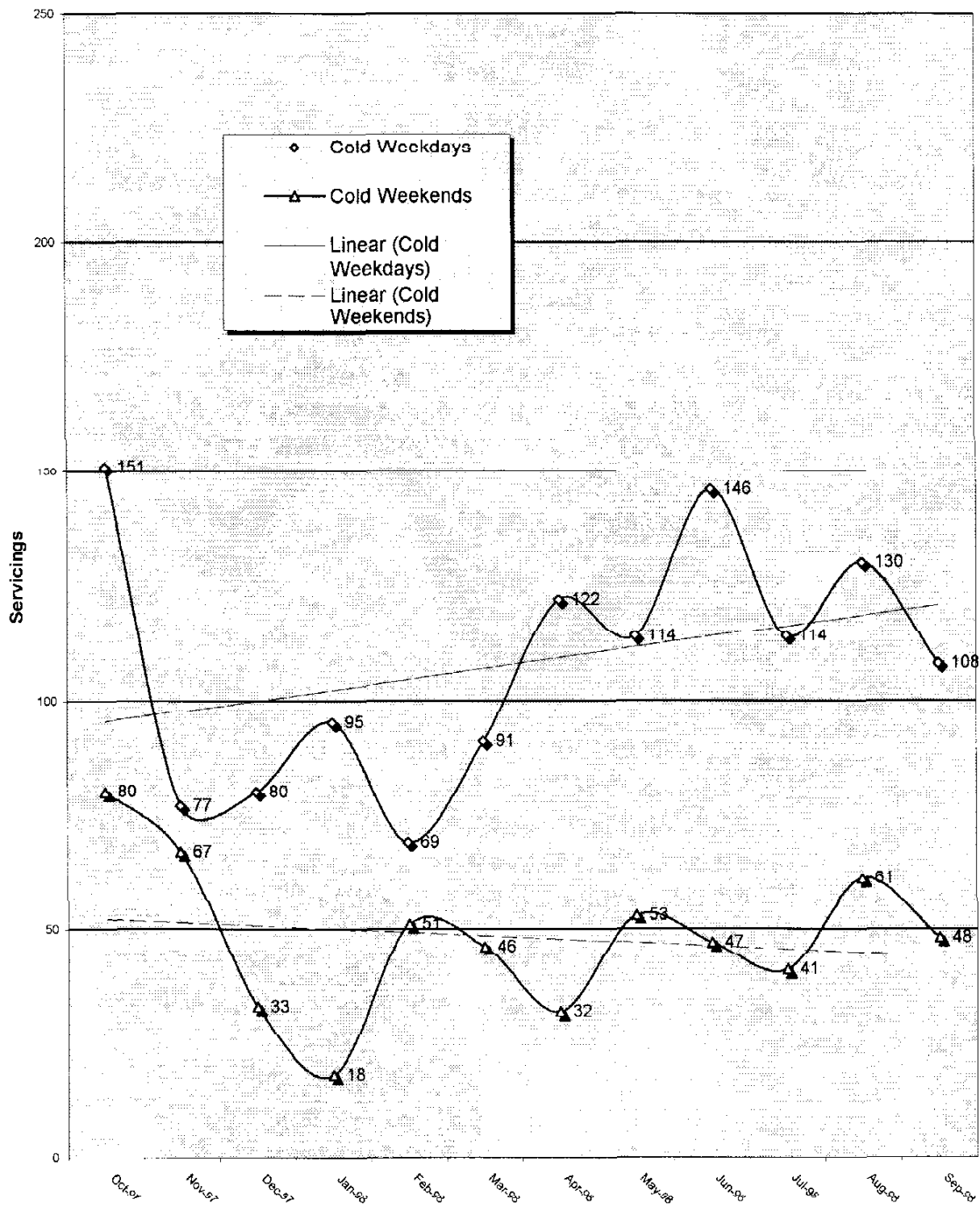
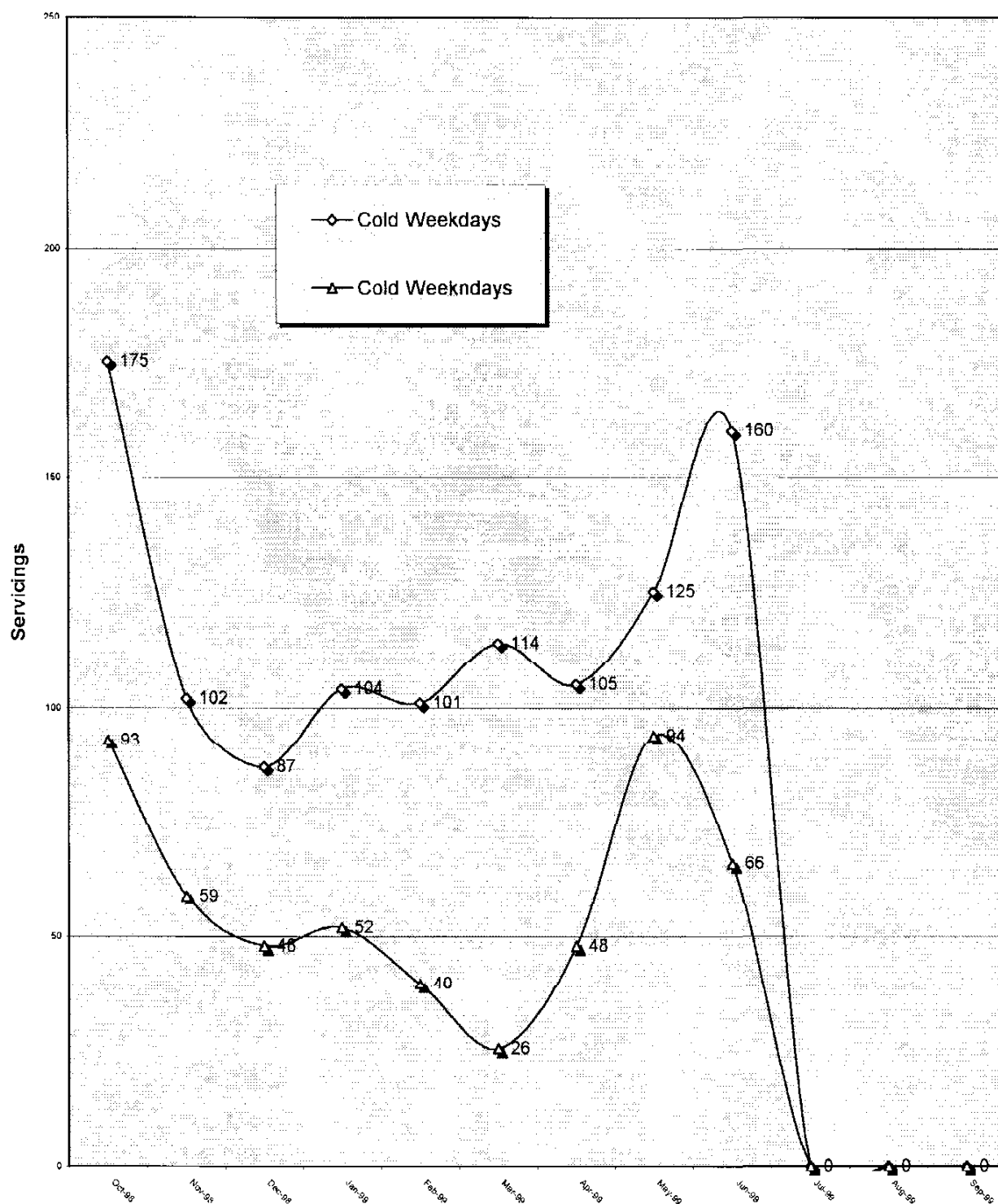


EXHIBIT 7
Fuel Services Workload Data for FY99
NSA Souda Bay, GR

NSA Souda Bay, GR, N66691							
Month	Cold Weekdays	Hot Weekdays	Cold Weekends	Hot Weekends	TotalCold	TotalHot	Total
Oct-98	175	0	93	0	268	0	268
Nov-98	102	0	59	0	161	0	161
Dec-98	87	0	48	0	135	0	135
Jan-99	104	0	52	0	156	0	156
Feb-99	101	0	40	0	141	0	141
Mar-99	114	0	26	0	140	0	140
Apr-99	105	0	48	0	153	0	153
May-99	125	0	94	0	219	0	219
Jun-99	160	0	66	0	226	0	226
Jul-99	0	0	0	0	0	0	0
Aug-99	0	0	0	0	0	0	0
Sep-99	0	0	0	0	0	0	0
Total	1073	0	526	0	1599	0	1599

EXHIBIT 7
Fuel Services Workload Data for FY99
NSA Souda Bay, GR



OFFEROR SUBMISSION PACKAGE

NSA SOUDA BAY, CRETE

SP0600-99-R-0140

INSTRUCTIONS:

1. One copy of this Offeror Submission Package must be returned to the Defense Energy Support Center as your offer. See Clause L2.31 for additional information to be submitted.
2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Initial all changes. Sign and date Standard Form 33 (SF33) in ink.
3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package and send a complete copy of the proposal by regular mail. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package and send a complete copy of the proposal by regular mail.
4. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated on a separate sheet of paper.

SECTION B - SUPPLIES/SERVICES AND PRICES/COSTS

NOTE: A waiver of level unit pricing has been approved; therefore, you may provide a separate monthly price and augmentation for each performance period.

B30 SERVICES TO BE FURNISHED (AARD) (DESC APR 1995)**(a) LINE ITEMS.****(1) LINE ITEM 0001.**

(i) The Contractor will provide alongside aircraft fuel delivery service for the period:

- (a) November 1, 2000 through September 30, 2001. The offered price per month is \$ _____
- (b) October 1, 2001 through September 30, 2002. The offered price per month is \$ _____
- (c) October 1, 2002 through September 30, 2003. The offered price per month is \$ _____
- (d) October 1, 2003 through September 30, 2004. The offered price per month is \$ _____
- (e) October 1, 2004 through October 31, 2004. The offered price per month is \$ _____

(2) LINE ITEM 0002.

The Contractor is required to operate and maintain the petroleum storage facilities and service station for the period:

- (a) November 1, 2000 through September 30, 2001. The offered price per month is \$ _____
- (b) October 1, 2001 through September 30, 2002. The offered price per month is \$ _____
- (c) October 1, 2002 through September 30, 2003. The offered price per month is \$ _____
- (d) October 1, 2003 through September 30, 2004. The offered price per month is \$ _____
- (e) October 1, 2004 through October 31, 2004. The offered price per month is \$ _____

(3) LINE ITEM 0003.**NONPERSONAL SERVICES AND SUPPLIES:****(COST REIMBURSEMENT - MAINTENANCE)**

The Contractor shall furnish nonpersonal services, maintenance, and supplies at NSA Souda Bay, in accordance with Segment II, Section C-4.1.

NOTE: The Contractor will be reimbursed for services, under Line Item 0003, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services (see Exhibit D1, Unprogrammed Maintenance and Repairs by Cost Reimbursement). The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 0001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

\$5,000.00

COST ESTIMATE/YEAR

(4) LINE ITEM 0004.

(i) Payment for augmentation worked in accordance with Section C-1.19 shall be at the following rates (show computation in (b) below):

<u>SUBLINE ITEM</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
0004AA	Truck Driver Tractor Trailer - Straight Time	\$_____/hour
0004AB	Truck Driver Tractor Trailer - Overtime	\$_____/hour
0004AC	Fuel System Distribution Oper - Straight Time	\$_____/hour
0004AD	Fuel System Distribution Oper - Overtime	\$_____/hour
0004AE	Maintenance Laborer - Straight Time	\$_____/hour
0004AF	Maintenance Laborer - Overtime	\$_____/hour

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC OCT 1997)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up).
Leave blank if check is to be mailed.

(DO NOT EXCEED 25 CHARACTERS)

(d) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS OR QUOTERS

K1.01-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It--

☐ has

☐ has not--

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

(b) It--

☐ has

☐ has not--

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(FAR 52.222-22)

K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

☐ DOES APPLY.

☐ DOES NOT APPLY.

The offeror represents that--

(a) It--

☐ has developed and has on file

☐ has not developed and does not have on file--

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(FAR 52.222-25)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

K7 Cont'd.☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

☐ The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(FAR 52.230-1)

K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
_____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K86 FOREIGN TAXES (DESC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DESC 52.229-9F10)

K88 TAXPAYER IDENTIFICATION (OCT 1998)

(a) **DEFINITIONS.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

K88 Cont'd.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) TAXPAYER IDENTIFICATION NUMBER (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because--

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) TYPE OF ORGANIZATION.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) COMMON PARENT.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name: _____

TIN: _____

(FAR 52.204-3)